



# 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

#### Website Content Management System

**22P-007**

All sealed Proposal responses **MUST BE RECEIVED** via Equity Hub's Bid Locker at <http://bidlocker.us/a/howardcc/BidLocker> by **2:00 p.m.** local time on **June 10, 2022**.

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

Domonic A. Cusimano  
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 addenda 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.

May 11, 2022

To All Interested Firms:

The Board of Trustees of Howard Community College invites proposals from firms to provide a Website Content Management System, including migration and hosting. Proposals will be accepted via BidLocker until 2:00 p.m. on June 10, 2022, at which time and place the names of the firms submitting proposals will be recorded. Please see Section 3 of the RFP for further detail regarding proposal submission. Late submittals will not be considered. It is the responsibility of each firm to ensure 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/procurement](http://www.howardcc.edu/procurement) on the current solicitation page. Firms are encouraged to review that website frequently to learn of any changes that may be made in the 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,

Domonic A. Cusimano  
Director of Procurement

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## **SCOPE OF SERVICES**

### **1.1 INTRODUCTION**

Howard Community College (HCC) is interested in procuring a new Website Content Management System (CMS). The three primary aspects of this project include the selection and implementation of a new CMS, the migration of the current websites, and providing or facilitating the ongoing hosting of the websites.

The College requires a vendor to select and implement a CMS for the current websites and migrate these sites into the chosen CMS. The migration would include both the templates and the current content. The CMS must be able to accommodate the design and functionality of the current sites, while providing a foundation for a full website redesign. The site must be built to comply with WCAG 2.1 AA accessibility standards. HCC will require the vendor to provide or facilitate hosting of the websites, which will include system administrator functions such as security patches, maintenance, and system upgrades.

### **1.2 COLLEGE BACKGROUND**

Opened in 1970, HCC is a publicly funded two-year community college servicing the educational needs of citizens and employers in Howard County, Maryland. The College attracts 46 percent of Howard County undergraduates who attend public and private two-year and four-year Maryland colleges. In fiscal year 2021, the College served approximately 26,000 unduplicated credit and noncredit students, who chose from numerous programs of study offered among the College's main campus and off-campus sites and locations. The College currently employs approximately 2,600 full and part time employees. The College was built on a foundation characterized by service to students, community partnerships, and continuous quality improvement.

### **1.3 CURRENT SYSTEM AND PROJECT SCOPE**

The College currently uses Site Executive (SE) as its CMS. The hosting, maintenance, and administration of the authoring system and the websites are all external services to the College. The College does not have any hosting servers on campus and does not plan to bring the hosting back on to campus, so it will need the vendor to either provide or facilitate this hosting. Currently, the College hosts three separate public sites: howardcc.edu, laurelcollegecenter.org, and repstage.org on SE. Together these sites hold approximately 2800 pages and 1100 pdfs.

The College requires respondents to propose a CMS and a migration plan to move the content (HTML, images/video, and documents) into the new CMS. The website redesign will be a separate RFP and will occur after this content migration and CMS implementation, so the vendor will be expected to replicate the design, content, and functionality of the current site, while keeping in mind the foundation that needs to be created for the future redesign. A website audit was completed in 2021 that will guide the redesign process.

#### 1.4 CMS TECHNICAL AND SERVICE REQUIREMENTS

System Technical Requirements	Detail
Easy Content Editor User Experience (UX)	Robust and user-friendly system that allows content editors to access and easily edit their specific site content with WYSIWYG controls and features.
Robust Administrative CMS Features	Robust features for admins to control users, administer workflows, access source code, and edit templates and styles.
Calendars	Calendar system available within the CMS or via included plug-in that allows for multiple calendars that feed into one master calendar. Multiple calendar editors required, as well as display options for calendar parts.
Faculty Profiles	Display and promote faculty with pages organized by division and individual bio pages detailing faculty credentials and highlights.
Special Features	Support for special features on the website:  <b>KOC Course Finder</b> - <a href="https://www.howardcc.edu/programs-courses/continuing-education/courses/kids-on-campus/pages/koc-course-finder.html">https://www.howardcc.edu/programs-courses/continuing-education/courses/kids-on-campus/pages/koc-course-finder.html</a>  <b>Program Finder</b> – <a href="https://www.howardcc.edu/programs-courses/find-your-program/index.html?search=">https://www.howardcc.edu/programs-courses/find-your-program/index.html?search=</a>  <b>Course Display</b> – <a href="https://www.howardcc.edu/programs-courses/continuing-education/courses/computer-information-technology/accounting-finance.html">https://www.howardcc.edu/programs-courses/continuing-education/courses/computer-information-technology/accounting-finance.html</a>  <b>Student Profiles</b> – <a href="https://www.howardcc.edu/about-us/news-events/profiles/meet-our-students">https://www.howardcc.edu/about-us/news-events/profiles/meet-our-students</a>  <b>Newsroom</b> – <a href="https://www.howardcc.edu/about-us/news-events/index.html">https://www.howardcc.edu/about-us/news-events/index.html</a>
Search	Robust search provided or integrated from other search functionality. Ability to administratively highlight or promote certain results above the algorithmically derived ones.
URL Redirection	System must have the capability to support creation of URL redirects to both internal and external URLs. For example, <a href="http://www.howardcc.edu/apply">www.howardcc.edu/apply</a> redirects to <a href="https://www.howardcc.edu/admissions-aid/apply-for-admission/">https://www.howardcc.edu/admissions-aid/apply-for-admission/</a> and <a href="http://www.howardcc.edu/jobs">www.howardcc.edu/jobs</a> redirects to <a href="https://howardcc.edu.peopleadmin.com/">https://howardcc.edu.peopleadmin.com/</a>
Accessibility	Templates and redesigned pages meet WCAG 2.1 AA accessibility standards.
Workflow	Publishing of pages to ‘live’ needs to be governed by a workflow/approval process to allow for review
User Permissions	Granular security and user roles over pages and folders in the CMS.

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Integrations	Integrations with the student information systems (SIS) not required in this RFP. Information about <i>possible</i> integrations with the SIS needed for future project phases.
Security	<p>Any third-party vendor must meet the college IT security requirements and consent to a security assessment. Prior to go-live any portal platform will need to receive the approval from the college’s IT security team.</p> <p>Firm must provide access to college content in firm’s cloud environment so it can be scanned for PII. Access logs to content must also be made available.</p> <p>Firm must complete a HECVAT questionnaire and meet SOC 2 compliance.</p> <p>Compliance with the following required, as appropriate: Family Educational Rights and Privacy Act (FERPA), the Gramm Leach Bliley Act (GLBA) and the Maryland Public Information Act (MPIA)</p>
Forms	Form building and management of forms within the CMS.
System Sign-in (SSO)	SSO options should be available for users to sign into the CMS.

Service Requirements	Detail
Training	CMS training for administrators should be provided as part of this proposal. Training materials for end users should be provided. Vendor is not expected to conduct end-user training.
Maintain CMS system and hosting services	Apply patches, maintain security, respond to incidents, ensure uptime at greater than 99.9%, provide disaster recovery services.
Support	Provide support during business hours for problem resolution. Provide 24x7 support for incidents and outages.

**1.5 IMPLEMENTATION**

Project management and implementation services are required for the new CMS and migration of the current websites. The firm will work closely with the College and communicate timelines, requirements, testing plans, and milestones to implement the product.

As part of the implementation, the selected firm shall review the College’s existing system and processes and then make recommendations for improvement based on best practices. The firm shall provide periodic reports, as specified by the College, during the implementation phase on project status and any recommendations to ensure the project stays on schedule, as applicable. The implementation phase shall include extensive testing prior to going live. It should be noted that only selected data will be imported into the new system.

The College anticipates project kickoff for the CMS to begin as soon as possible after award. The College will work with the selected firm to finalize the implementation schedule; however, **the newly implemented CMS and website must go live by May 1, 2023.**

#### **1.6 TRANSFER OF COLLEGE INFORMATION**

If this contract terminates for any reason, including termination for cause, for convenience, or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the College to transfer College information in the transition to the new system as required. The Contractor shall not be paid the final invoice until the completion of the successful transition.

## **TECHNICAL SUBMITTAL FORMAT AND REQUIRED INFORMATION**

### **2.1 INTRODUCTION**

Proposers shall provide responses to all the specifically itemized questions or requests for information listed in the following sections. Proposers should also include information regarding the general technical aspects beyond the specific information listed, as necessary, to provide the College with a complete understanding of the proposed system's capabilities and technical qualifications of the proposing firm. Responses that relate to system components shall indicate if the feature is: available as part of the standard package; available but at an additional cost; available but requires customization; planned for a future release; or not available currently and not in planning for the foreseeable feature.

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 TECHNICAL PROPOSAL**

Proposals must be organized in accordance with the order of the sections below.

Title Page  
Firm's Qualifications and Relevant Experience  
Product History, Roadmap, and Practices  
Project Staff  
Implementation  
Requirements  
Hosting  
Support and Training  
Financial Stability  
References  
Sample Contract  
Affidavit of Accuracy Form  
Contractor Information Form  
Acknowledgement of Addenda Form  
Conflict of Interest Statement  
Ethics Statement  
Bid/Proposal Affidavit

### **2.3 TITLE PAGE**

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

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

Provide detailed information about the following items relating to the firm's qualifications and relevant experience, including, but not limited to the following:

1. Provide a company overview, including size, revenue, services provided, and business outlook.
2. Provide information about the number, size, and type of your clients using the proposed CMS system. Please specify your percentage of clients that are in higher education.
3. What is the average duration of a client relationship?
4. How many clients have terminated services in the past year? What were the circumstances?
5. Is there any pending litigation against your firm? If so, please describe the litigations, including whether the litigation was initiated due to non-performance of your firm.
6. Has the firm declared bankruptcy in the past 5 years? If so, please explain the circumstances.
7. Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to the College?

Additionally, the College requests that in this section of the response the Offeror expressly acknowledge and indicate understanding that the College is required to protect certain Confidential Information from disclosure under applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Gramm Leach Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA) or the Maryland Public Information Act (MPIA), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time. The Confidential Information that is protected under FERPA will be provided to the successful Offeror as it is handling an institution service or function that would ordinarily be performed by College employees. The Offeror agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the applicable laws to the same extent as the College would be obligated if the Confidential Information was in the possession or control of the College. The Offeror further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA. For purposes of the contract that results from this solicitation, the Offeror shall follow and be bound by the interpretation and application that the College gives to these laws.

## **2.5 PRODUCT HISTORY, ROADMAP, AND PRACTICES**

Describe your experience developing websites in the proposed CMS. Provide examples of higher education websites that your firm has designed using the CMS and highlight any parallels to HCC's use case.

Describe new features, integrations, or other anticipated changes in the CMS for the next 12–18 months.

Describe any components of your products that are integrations into your solution and not your own developed product.

## **2.6 PROJECT STAFF**

Provide information about the personnel that will staff the project. Please specify if they are in-house staff or

contracted staff to perform the implementation. Identify the project manager for the implementation and describe their qualifications for this role. If invited, bring the project manager to oral presentations.

Provide a resume and examples of implementations of similar systems at other institutions within the past 5 years for each project team member proposed. Describe the work that will be done to review current practices and examples of other implementations that necessitated modification of processes to industry best practices, including any obstacles that were overcome.

## **2.7 IMPLEMENTATION**

Describe how you will replicate the current HCC sites within the new CMS, and the process you will use to migrate the content and functionality to the new CMS. Provide a timeline for this process. Indicate the various college staff that would be expected to participate in the implementation, their roles and the type of information they would be providing, and the estimated level of effort involved for these staff.

Provide links or screenshots of implementations with existing clients.

## **2.8 REQUIREMENTS**

### 2.8A — User Experience

Describe the user experience for editing pages within your proposed CMS solution. Describe and demonstrate the experience for administering the CMS.

### 2.8B — Services

Describe how your company or hosting partner will provide service for the College. Describe the Service Level Agreement (SLA) on uptime, the disaster recovery plans, and how security is ensured. How is uptime monitored and how are any unplanned outages mitigated quickly?

What is the planned maintenance schedule, if available, for the hosting provider?

### 2.8C — Technical Requirements

Give examples of calendars on sites that you've implemented with the proposed CMS and how these calendars interrelate with each other. For example, are there sub-calendars and a master calendar that can display some or all of these sub-calendars? Describe how these calendars are edited by multiple event owners.

Give examples of faculty profile functionality supported by your CMS.  
Describe how you will support the special features of the current website in a new CMS.

Describe the search platform used for internal site search and if the system will allow for promotion of preferred results. Provide an example of this search on a site you've developed.

Describe if and how the solution has been certified to meet WCAG 2.1 AA standards for accessibility. Describe, if available, any built-in mechanisms to maintain that standard.

Describe the workflow process within your CMS to demonstrate how a page is edited, a workflow is

started and who approves the page for publishing. Describe any available granularity within that process (such as multiple steps, if available).

Describe the control of user permissions and the granularity of this control. Describe how this control is maintained.

Describe how URL redirection is performed within the CMS for both internal and external URLs.

Describe possible integrations with SIS and the level of effort required to make these integrations (such as displaying program and course information 'live' on the website). If possible, give examples from other implementations.

Describe and give examples of forms functionality within the CMS.

Describe your single sign-on solution for CMS editor/administrator access.

## **2.9 HOSTING**

Describe the hosting environment that supports the product, including the versioning controls for documents and pages as well as back-up and restore capabilities.

How much downtime is required for regular maintenance and upgrades?

Describe your system's archival process, including the amount of time records are kept within your system. Include information related to cloud or hosted options only for this question.

## **2.10 SUPPORT AND TRAINING**

Identify support that is provided under the general maintenance agreement. Identify issues or tasks that are not considered as part of the general support contract. Identify issues which would require additional consulting services and costs.

Describe how your firm (or the hosting company) will serve as the systems administrator of the website and authoring environments.

Describe how your company can partner with HCC for ongoing engagements to develop new functionality (modules, templates, features, etc.). Describe the support contract options available.

Provide examples of or access to support documentation and online resources. Does your company provide a customer searchable knowledgebase?

Do you provide a test environment available before deployment so that users can do some initial preparation?

Identify training options for staff who will be responsible for the operation, maintenance and use of your product.

Please describe ongoing application maintenance and support, including the hours support is available, average response, and average resolution time for high and low impact support requests. Discuss what is included in the annual maintenance fee.

Is support available evenings, weekends and on holidays?

What is your standard Service Level Agreement for support?

What training is included in the base price? Describe training options for administrators, faculty/trainers, and learners. What delivery methods are used and what materials are provided?

### **2.11 FINANCIAL STABILITY**

Provide independently audited, reviewed, or compiled financial statements for the three most recent complete fiscal years.

### **2.12 REFERENCES**

On the reference form included in this RFP package, provide a minimum of three references for which the CMS system has been fully implemented for a minimum of (1) year.

### **2.13 SAMPLE CONTRACT**

Provide a sample copy of any contract, service level agreement, or other agreement that the College would be required to enter into in order to procure the CMS system and any standard add-ons or extensions to the system.

## GENERAL INFORMATION

### 3.1 REQUEST FOR PROPOSAL DUE DATE

All responses to this Request for Proposal are due via Equity Hub's Bid Locker by **2:00 pm on June 10, 2022**. No facsimile or email transmissions will be accepted. It is the responsibility of the Offeror to plan the upload 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.

### 3.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held for this solicitation. However, 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 CONTACT INFORMATION

The sole point of contact for Howard Community College for purposes of this RFP is: Domonic Cusimano, Director of Procurement, via email at: [dcusimano@howardcc.edu](mailto:dcusimano@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 am on May 31, 2022. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Clarifications of the 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.

### 3.4 SUBMISSION OF PROPOSALS

Offerors must submit **one (1) digital copy of the proposal as one (1) complete PDF document**.

Regarding the requirement for one (1) complete PDF document, it is intended that an Offeror bundle all response documentation into a single PDF file rather than submit multiple separate files that together make up the proposal response. 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 and labeled as follows: *<Firm Name>* - Website Content Management System RFP 22P-007 – Technical Proposal.

Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker at <https://bidlocker.us/a/howardcc/BidLocker>. Please note that **proposing firms must register on the Bid Locker site prior to submittal of documents**, so please plan the upload of the proposal package accordingly.

Oral, mailed, faxed or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMMA.

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.

### 3.5 PUBLIC INFORMATION

The College operates under the Maryland Public Information Act, which permits access to most records and documents. Proposals will generally be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary information to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor’s designation of material as confidential is not necessarily conclusive, and the Contractor may be required to provide justification why such material should not be disclosed. The ultimate determination about the confidential nature of information shall be made 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 software demonstrations, and the final phase is the price proposal. All firms will be notified in writing if they do not meet the requirements for a particular phase. It is anticipated that oral presentations and software demonstrations will be scheduled for either the week of June 20<sup>th</sup>, 2022, or the week of June 27<sup>th</sup>, 2022. In the event that the presentation needs to be rescheduled due to weather or emergency, it is expected that each short-listed proposer shall be as flexible as possible

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to accommodate the College's limited time frame for rescheduling. Proposers are advised to keep calendars as movable as reasonably possible for the week following this date in case rescheduling is required. If a Proposer is unable to meet the College's rescheduling requirements, the College may proceed with the oral presentation phase without including the proposer. The procurement office will only schedule presentations with the short-listed firms. All key personnel on the Proposer's team shall be required to attend the presentation. At the time the oral presentations are scheduled, the College will confirm with each Proposer the specifics of these sessions.

In addition to the criteria listed elsewhere in this document, firms shall be evaluated on the following criteria:

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

Each phase of the process shall be weighted as follows:

- Technical Proposal – 30%
- Oral Presentation – 45%
- Price Proposal – 25%

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. Quality of performance may also be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any proposal deemed not responsible or non-responsive.

### **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. **Please note that only those firms that advance to the Price Proposal phase will be asked to submit a Price Proposal; they are not to be submitted with the Technical Proposal.**

### **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 CONTRACT**

Offerors shall provide a draft sample contract with the proposal. By submitting a response to this Request for Proposals, Offerors acknowledge the acceptance of the College's terms and conditions and agrees to accept any requested modifications to the contract. If the College and the best evaluated proposer are unable to agree to final terms of a contract, the College reserves the right to terminate negotiations and proceed to the next best evaluated firm. The contract shall incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

The initial term of contract will be for three (3) years. At the sole discretion of the College, the contract may be renewed for an additional two (2) one-year periods, in compliance with the contract, with the same terms and conditions of the original contract, and as long as funds are available for this purpose.

The College reserves the right to terminate the contract at any time upon sixty (60) calendar days written notice to the Contractor. As determined by the College, it will pay the Contractor's reasonable costs incurred prior to the termination. The College shall not reimburse for any anticipatory profits.

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.

### **3.12 CHANGES TO THE CONTRACT**

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

### **3.13 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 carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

Comprehensive General Liability Insurance – Liability limits of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

Comprehensive Business Automobile Liability Insurance – Liability limit of Five Hundred Thousand dollars (\$500,000) any one accident.

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

Cyber Liability Insurance – Liability limit of One Million dollars (\$1,000,000) each occurrence that includes third party coverages, first party coverages, and data breach.

The cyber liability insurance shall cover all direct and indirect damages suffered by the College as a result of the Contractor's system failure or electronic hacking that results in confidentiality or security breaches of the Contractor's system.

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 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 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; any lack of insurance shall be grounds for immediate termination of the contract.

### **3.14 CONFIDENTIALITY OF DATA**

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

available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

### **3.15 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.

### **3.16 SUBCONTRACTORS**

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

### **3.17 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, Offerors can achieve higher consideration if they are a minority business enterprise or 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. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

### **3.18 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.

### **3.19 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.

### **3.20 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.

### **3.21 EMPLOYMENT OF SEX OFFENDERS**

The State of Maryland requires certain sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. Howard Community College is also subject to a number of Federal laws requiring disclosure of registered sex offenders enrolled or employed at institutions of higher education. Additionally, the College provides a number of programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids on Campus. As a result, if a sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

**REFERENCES**

The Offeror shall list at least three projects of similar scope. The referenced work shall have been completed within the last five years and the system shall be fully implemented and have been in place for at least 1 year. Provide a brief description of the scope of work. Use separate sheets if necessary and include with submission. Offerors must make sure references and contact persons are current. If the College is unable to contact a reference as a result of outdated information, the College reserves the right to regard that reference as an unfavorable reference.

Reference 1

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

Reference 2

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

Reference 3

Institution name	
Street address	
City, State, Zip	
Contact person	
Title	
Telephone #	
Email address	
Service dates	

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

References submitted by: \_\_\_\_\_

Company name

**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

**CONTRACTOR INFORMATION FORM**

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

\_\_\_\_\_  
(Printed name of Company)

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

Name of Company Signatory (Printed): \_\_\_\_\_  
Title of Company Signatory (Printed): \_\_\_\_\_

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

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

Please provide the following information:

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

Office phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
Cell phone number: \_\_\_\_\_ Email address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_  
Company name Name

\_\_\_\_\_  
Title Authorized signature and date

**ACKNOWLEDGEMENT OF ADDENDA**

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

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

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

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

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

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

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Company name

Name

---

Date

Authorized signature

## **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: \_\_\_\_\_

## ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for 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.

Firm: \_\_\_\_\_

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

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

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

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

**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):

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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).

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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):

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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

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shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial 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 filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_ Address: \_\_\_\_\_

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(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)

**NO BID RESPONSE FORM**

Please be advised that our company does not wish to submit a proposal in response to the above-captioned Request for Proposals 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

Howard Community College  
RFP Title: Website Content Management System (CMS)  
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**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

**BILLING AND PAYMENT** Each invoice shall reference Howard Community College's purchase order number, as well as bid number for this solicitation. All invoices will be paid within (30) days unless otherwise specified in the 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. Bids including 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 Bidder 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 bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** The Bidder warrants that both the Bidder and/or any subcontractor of the Bidder do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Bidder agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Bidder's or any subcontractor of the Bidder's noncompliance with "IRCA." The Bidder agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Bidder with "IRCA". The Bidder recognizes that it is the Bidder's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

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

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

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

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Howard Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the 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 bid, the Contractor's bid, and Howard Community College General Contractor Agreement form the contract. If any discrepancies exist between the documents, the following order of precedence shall apply: Agreement, Invitation to Bid, then Contractor bid response.

**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 bid; 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 bid invitation 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** 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 bidder to the designated location as indicated on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. **NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED.** Late bids will be returned to the Bidder unopened. Bids 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 bids will be accepted only at the Finance Office, RCF 201, Howard Community College, 10901 Little Patuxent Pkwy, Columbia, Maryland 21044.

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

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and 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 Howard County and the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and loss, including defense costs and attorney's fees, arising directly or indirectly out of 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.

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As provided under Title 23 of the Howard County Code, the College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

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

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as specified in the bid documents and as will indemnify and hold harmless the College and Howard County 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** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Bidders are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

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

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

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

**NON-DISCRIMINATION** The 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.

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

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid.

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

**POLITICAL CONTRIBUTION DISCLOSURE** The 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 Invitation to Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the 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** Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

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

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

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

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.\_\_\_\_" and each sample shall be tagged or marked and bear the name of the Bidder. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. The Sample shall be identical to the item the Bidder proposes to furnish should it be awarded a contract and shall be packaged in the same manner as they will be packaged during the contract term. Samples will not be returned.

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

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the 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 Bidder 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. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and any activities hereunder, including but not limited to any applicable amusement or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

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

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the 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 bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**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

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

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

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