



**REQUEST FOR PROPOSALS**  
**Consulting Services for Facilities Master Plan**

Proposals Due  
April 21, 2021 at 2:00 PM

<https://emarylandmarketplace.com>  
<http://www.garrettcollege.edu/purchasing>

Garrett College does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, military status, sexual orientation, or any other protected category under federal, state, or local law, or by college policy. Minority and woman-owned businesses are encouraged to submit a proposal for this project.

**REQUEST FOR PROPOSALS**  
**Consultation Services for Facilities Master Plan**

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- I. Conflict of Interest Statement, Ethics Statement, and Acknowledgement of Addendum
- II. Bid / Proposal Affidavit
- III. Bid Form
- IV. Terms and Conditions

## **Overview of Services**

Garrett College is soliciting proposals for comprehensive consulting services for its 10-Year Facilities Master Plan (FMP).

Each community college in Maryland must develop a Facilities Master Plan which supports the institution's role and mission. The foundation of the plan is the collection, projection, and analysis of data, the identification of facility needs, and the development of recommendations to meet these needs over a 10-year period. The collection of data should be consistent and systematic to identify, evaluate, and address the conditions that affect the college's capital program. This will lead to the development of sound capital programming to guide the physical development of the college's facilities. Refer to COMAR, Title 13B, Chapter 4 Construction Procedures, Regulation 02 Facilities Master Plan for the complete text of the regulation with which the services of this proposal must comply.

The firm must collect, review, and analyze the pertinent data and information (via college-provided documents, meetings, or other means) to develop the recommendations and plan for the college's 10-Year FMP that is consistent with and promoting of the college's mission, vision, and goals.

## **Proposal Submission**

All proposals must be received by 2:00 P.M. local time Wednesday April 21, 2021.

A clearly marked original, 4 copies, and an electronic copy on USB flash drive are required.

Faxed or emailed proposals are invalid and not accepted.

Late proposals are invalid and not accepted. Please be aware that "guaranteed overnight delivery" services do not always include McHenry, MD.

Please mail or hand deliver proposals to:

Garrett College  
Office of Facilities  
attention: Ms. Chris Jones  
687 Mosser Road  
McHenry, MD 21541

## **Schedule**

Pre-Proposal Meeting & Site Tour <sup>1</sup>	April 8
Questions Due	April 13
Answers / Addendum Issued	April 15
Proposals Due	April 21
Interview Invitations	April 30
Interviews	May 12-14
Consultant Selection	May 21
Contract Approval by Board of Trustees	June 15
Commence Work	July 1
Final & Approved FMP Submitted to State	February 1, 2022

<sup>1</sup> See below for important information about the pre-proposal meeting and site tour

Request for Proposal documents can be found at <http://www.garrettcollege.edu/purchasing>

Questions related to the RFP submission can be directed to [chris.jones@garrettcollege.edu](mailto:chris.jones@garrettcollege.edu). Answers and any addendum will be posted to the website.

### **Pre-Proposal Meeting & Site Tour**

An informational pre-proposal meeting and site tour will take place in-person on April 8, 2021 beginning at 1:00 P.M. at Garrett College 687 Mosser Road, McHenry MD 21541 in the Business Office / Fine Arts Building Auditorium. Attendance is not mandatory but highly encouraged. Due to COVID Protocols, RSVP IS REQUIRED.

The meeting, but not site tour, will also be livestreamed via Zoom. Please email [chris.jones@GarrettCollege.edu](mailto:chris.jones@GarrettCollege.edu) for the zoom link, ID and password.

To attend in person, RSVP IS REQUIRED and COVID protocols (see below) must be followed. If you would like to attend, please email [chris.jones@GarrettCollege.edu](mailto:chris.jones@GarrettCollege.edu) to be placed on the attendee list.

#### COVID Protocols

##### A. Face masks/coverings requirement

**CDC-recommended face masks or face coverings are required to be properly worn by all attending the pre-proposal meeting and site tour and at all times while on campus.**

- A properly worn face mask/covering is required inside all College buildings/spaces and while in a public setting. “Properly worn” means over the nose and mouth, secured under the chin, and fit snugly against the sides of the face
- Any person not wearing a face mask/covering or abiding by social distancing requirements will be required to leave campus immediately.

##### B. Social Distancing

Those attending the meeting and tour will be required to keep space between themselves and others. Seats will be marked off to ensure social distancing. Always stay at least 6-feet from other people.

##### C. Daily Health Self-Assessment Form

**Before coming to campus, visitors are required to complete a Health Self-Assessment accessible here: [Daily Health Self-Assessment](#).** No one will be permitted to attend the meeting or site visit without first completing the Health Self-Assessment.

## **Scope of Work**

The product of the consultant's services shall be the completion of Garrett College's 10-Year Facilities Master Plan that is in compliance with COMAR 13B.07.04.02 and all referenced and relevant laws. The Plan shall meet the requirements of the Maryland Higher Education Commission (MHEC) as specified in the Maryland Community College Facilities Manual, Section 2. Facilities Master Plans.

Most capital construction results from the need to accommodate people, modernize or replace facilities, or provide space for services or programs. The Facilities Master Plan should evaluate current conditions and projected needs, develop proposals for addressing any deficiencies noted, and present a recommendation which will enable the community college to meet its strategic goals over the 10-year plan period. The Facilities Master Plan shall include:

### A. Executive Summary

This section should contain a narrative highlighting any deficiencies or needs identified, and proposals to deal with them.

### B. Overview of the Institution

Provide a statement of the institution's role and mission describing the most significant characteristics of the institution which impact upon the institution's facilities requirements. Provide background data and describe each of the academic and special programs offered to meet strategic goals emphasizing those that affect capital needs. Indicate planned new programs with their status of implementation. Include an appraisal of current conditions and evaluate factors expected to influence future operations. This section must be consistent with the institution's approved role and mission statement. The minimum requirements are:

1. Provide a statement of the mission, vision, goals, objectives, and strategies of the institution and indicate how the plan will support these efforts.
2. Indicate the various institutional units, their interrelationships, and the programs and services each provides.
3. Evaluate the performance of the institution. Discuss the degree to which the institution is meeting its responsibilities, any factors impeding progress, and the consequences of not resolving these problems.
4. Indicate any factors expected to influence future programs such as social, economic, cultural, or other trends, or innovations in techniques, practices, treatments, facilities, and equipment.
5. Discuss anticipated changes in policies, programs, or services of the institution and how these changes will affect facilities and people served.

### C. Institutional Background Data

Institutional background data for each facility should be provided. The level of detail should be meaningful enough that the information will firmly support any planning proposals made later in the plan.

1. Provide an overview of the institution. Supply a location map, site plan, and narrative on the following:
  - a. Historical and contemporary factors that have influenced development
  - b. Description of the physical characteristics of the institution
  - c. Existing site acreage and available acreage for future development
  - d. Circulation and parking
  - e. Adequacy of utilities
  - f. Consistency with adjacent land uses and conformity with master plans for the jurisdiction in which the institution is located
2. Provide user data for the institution
  - a. Student Data. Indicate the overall size and composition of the student population. Include enrollment by level and division and other significant characteristics, such as part-time population. Explain any significant population trends. Provide student data in each of the five preceding years and the current year. Enrollment projections shall be for the life of the plan listed for each of the next five years, the 10th year, and as many five-year increments thereafter as possible. Indicate the projection methodology utilized.
  - b. Employee Data. Indicate the number of full and part time faculty and staff supporting the implementation of the institution's role and mission. Employment projections shall be for the life of the plan listed for each of the next five years, the 10th year, and as many five-year increments thereafter as possible. Indicate the projection methodology utilized.
3. Assess and analyze existing facilities and acreage including facilities currently in use as well as those that are vacant. If available, supply reproductions of building floor plans. Provide a description, inventory and evaluation of all facilities and acreage including
  - a. Name and location of each building
  - b. Size of each building in NASF and GSF
  - c. Capacity of each building when fully occupied
  - d. Year of original construction and year of additions or renovations with descriptions for each building
  - e. Assessment of physical condition, environmental compliance, and functional adequacy of the infrastructure with independent verification for each building
  - f. Description of how each building is utilized by students and employees with indication of its continued usefulness
  - g. Assess the adequacy of existing land
  - h. Assess the capacity for future development
4. Describe the programs, services, or operations that are provided in the institution. Indicate if they are to be discontinued, remain unchanged, or expanded. Indicate if any new programs or services will be initiated. Describe the following items in terms of their impact on facilities:

- a. Indicate faculty/student ratios and class sizes
- b. Discuss scheduling issues
- c. Provide space guideline calculations to provide one estimate of space needed by type. (See Section 14 Attachments for guidelines and tables to complete the space guideline calculations.)
- d. Describe the array of approved academic programs existing and projected during the life of the plan with the minimum and maximum participation rates
- e. Discuss significant new initiatives planned which have facilities implications
- f. Identify specific activities which need to be accommodated on the campus over at least the next 10 years
- g. Examine pedestrian access and movement within buildings
- h. Consider employee contract provisions that affect facility needs
- i. Describe policies, goals, or philosophies that determine facility needs
- j. Identify unique institutional characteristics
- k. Compare and contrast facilities information from peer institutions as appropriate

#### D. Institutional Evaluation

An assessment and analysis of existing land and facilities, proposed new campuses or new site development, and evaluation of the requested background data of the institution must be made. The existence or development of any problems should be identified and the impact any such problems will have on facilities must be determined. The physical characteristics of the campus shall be described as well as the changes which are required to meet the objectives in the institution's stated role and mission.

1. Provide a site analysis. Comment on the adequacy of open space for development, the relationship of the institution to adjacent land uses, and the condition of parking, circulation, and utility systems. Specify any physical limitations that may impede the delivery of services and consider the Maryland Department of Planning Growth and Conservation map. [Confirm new site development conforms with "A Better Maryland" Goals and Objectives and Guidelines for Capital Budgeting ([abetter.maryland.gov](http://abetter.maryland.gov))]
2. Summarize the impact of user trends and the results of under or over utilization. Comment on the application of space guidelines, standards of capacity, or indicators of facility use.
3. Comment on the need for renovation, conversion, building modification, new construction, or demolition. Include building and fire codes, energy usage, and adaptability of buildings to new technological uses.
4. Indicate the suitability of facilities to accommodate present and future programs and services. Comment on accreditation standards or legal mandates that determine needs.
5. Comment on any factors not otherwise covered that may affect the need for, or

the financing of facilities; for example, the award of a federal grant which includes funds for capital costs.

#### E. Facilities Master Plan Proposals

Based on the evaluation of the background data, identify facility needs for the institution for the next ten years. List temporary administrative changes that might reduce construction needs such as changes in program goals, students served, or space utilized. Describe the full range of options including new construction, renovation, conversions, sharing space, leasing space, or purchasing space on the open market.

1. List and evaluate alternatives for meeting needs. Include a comparison of the estimated impact each alternative will have on the institution's users, facilities and programs or services.
2. Discuss the need for surge space that may be necessary during implementation of any master plan proposals and how and where this space will be provided.
3. Provide estimated operating and capital costs for each alternative.
4. Indicate the likelihood and time frame of any facilities being funded with non-State capital funds, such as federal funds, special funds, or private grants.
5. Explain any plans to provide facilities by leasing, sale-leaseback, or purchase.
6. Consider the Maryland Department of Planning Growth and Conservation map. [the consistency of plan proposals to the State's Smart Growth policies.]

#### F. Recommendations

1. Based on evaluation of the master plan proposals, select those that best allow the institution to achieve the missions, goals and objectives of the institution. Present a 10-year facilities plan consisting of proposals to address each problem discussed. Indicate how these plan proposals should be prioritized and phased. Prioritize these proposals into short-term, mid-term, and long-term objectives. The proposals should be presented in phased priority order and be as specific as possible with respect to costs, locations, square feet of building space, types of programs and students served.
2. Specific plans to meet identified needs may include:
  - Land use, acquisitions, and divestiture plans.
  - Building use.
  - Restoration of facilities to satisfactory physical condition including infrastructure.
  - Need for renovations to meet programmatic standards, to provide more appropriate support for proposed uses, or to provide access for persons with disabilities.



- Vehicular and pedestrian circulation.
- Utilities extensions and improvements.
- Long-range telecommunications plan needs which address the future requirements of the institution for voice, data, video, and radio.
- New construction.
- Site development plan.
- Approach for updating plan.

3. Describe an implementation strategy including:

- Summary of individual projects – title, brief description, and projected cost in constant dollars.
- Recommended sequencing of projects including relative urgency of need and constraints which require that certain projects precede certain other projects.
- Impact of implementation (and consequences of non-implementation) on educational programs, enrollments, and operating costs.

G. Garrett College Areas to Address

In addition to addressing the COMAR and MHEC requirements, the consultant shall also address the following.

1. Provide replacement values and renovation cost estimates for existing campus building, as appropriate for MHEC Inventory Report
2. Review and recommend technology & its role in instruction and administration
3. Address a main entry for the college
4. Architectural themes/guidelines
5. Athletic facilities and fields
6. Safety & security
7. Gender neutral restrooms
8. Wayfinding
9. Consolidation of Student Services
10. Use of Facilities Renewal Grant Funding

H. Methodology

1. The College will make available to the Consultant the relevant information in its files that may pertain to the scope of services required by this project. The consultant shall be responsible for verifying the accuracy of any information obtained from college representatives, report any discrepancies, and update the information to become part of the 10-Year FMP. The College will provide the following College documents, with clarification as needed, to the consultant.
  - a. 2012-2022 Facilities Master Plan and subsequent annual updates
  - b. 2021 Garrett College Facilities Assessment
  - c. Institutional Effectiveness Plan

- d. Mission and Institutional Goals
  - e. Strategic Plan
  - f. Self-Study Design including Institutional Overview
  - g. Financial Plan
  - h. Information Technology Plan
  - i. Organizational Chart
  - j. Divisional Effectiveness Plans: CEWD, Business & Finance, Academic, Student Affairs, President's Office
  - k. Space Inventory Report
  - l. Site and Building Plans, as available
  - m. [www.dsd.state.md.us/comar/comarhtml/13b/13b.07.04.02.htm](http://www.dsd.state.md.us/comar/comarhtml/13b/13b.07.04.02.htm)
  - n. <https://mhec.maryland.gov/publications/Documents/SECTION2.FACILITIES MASTERPLANS.pdf>
2. The College has formed a Facilities Master Plan Development Steering Committee (DSC) comprised of College leadership that will meet with the consultant to facilitate the development of the Plan and arrange, as necessary, work groups with the appropriate personnel.
  3. It is the College's intention to award this contract at the June 15, 2021 meeting of the College's Board of Trustees. A notice to proceed will be issued as soon thereafter as practical. The Consultant shall provide the College with a project schedule within five days of receipt of the notice to proceed.
  4. All services included in the base contract shall be completed such that a final product can be approved by the Board of Trustees at its January 18, 2022 meeting which will allow for the approved document to be submitted to State agencies by the due date of February 1, 2022. The following are expected of the Consultant.
    - a. Presentation of Progress Reports to the Garrett College Board of Trustees September 21 and October 19, 2021
    - b. Presentation of the draft Facilities Master Plan to the Garrett College Board of Trustees November 16, 2021
    - c. Presentation of Final Plan that incorporates DSC and Board of Trustees comments to the Board of Trustees January 18, 2022
  5. Provide the Final Facilities Master Plan in the following formats
    - a. 5 bound hard copies
    - b. Electronic copies on USB flash drive:
      - i. Formatted in MS Word, Excel, AUTOCAD, etc. for ease of updating
      - ii. Formatted as a pdf

*The documents and drawings prepared by the Consultant as a part of this project are, and shall remain, the property of the College.*

## **Proposal Format**

All proposals shall be prepared in accordance with the format listed below.

1. Title Page

2. Conflict of Interest Statement, Ethics Statement, and Acknowledgement of Addendum

See Attachment I.

3. Bid / Proposal Affidavit

See Attachment II.

4. Price Proposal and Fee Schedule

See Attachment III.

5. Certifications

Interested firms shall be registered and qualified to practice under the laws of the State of Maryland. Provide copies of Licensure and Certification as applicable to this RFP.

6. Insurance

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.

Provide insurance certification for Worker's Compensation, Employers Liability, Comprehensive General Liability, and Comprehensive Automobile Liability.

7. Project Approach

Provide a detailed narrative describing the firm's project approach. Include information on how the firm will address and complete the project, including schedule with project milestones, workgroups, topics, analysis, methodology, etc. Identify any information needed from the college not identified in Section D: Methodology of the Scope of Work section of this RFP.

Discuss services and expertise that will be provided in order to meet the requirements of this request. The narrative can cite recent examples of similar work and processes performed by the firm to achieve success. Please comment on the following planned timeline.

July 1, 2021 .....Firm to Begin  
September 21, 2021 .....Progress Report  
October 19, 2021 .....Progress Report  
November 16, 2021 .....Draft Facilities Master Plan  
January 18, 2022 .....Final Facilities Master Plan  
February 1, 2022 .....Submission to the State of Maryland

## 8. Firm Qualifications

It is of primary concern that the successful firm has relevant technical and creative planning expertise, a thorough understanding of the project scope, and adequate resources to successfully complete the tasks within the prescribed schedule.

- A. Consultant should present proof of experience in projects of like size and type and highlight examples of projects in higher education that were completed on schedule and within budget.
- B. Provide detailed information that evidences understanding of the scope of work, noting any particular challenges with suggested approaches for those identified.
- C. Provide information that demonstrates the firm has adequate resources to complete the tasks within the prescribed time period. Provide a project organization chart of key project members showing interrelationships and hierarchies for this specific project. Identify any subcontracted personnel/companies, and include contact information for each.

## 9. Personnel Qualifications

It is of primary concern that the project team members have relevant technical and creative planning expertise and a thorough understanding of the project scope to successfully complete the tasks within the prescribed schedule.

- A. Provide information regarding all associates who will be a part of the proposed team. Highlight key personnel's experience with similar projects.
- B. Substitutions to the team, after the award of contract, are subject to the approval of Garrett College.

## 10. References

Please include three letters of reference from clients for projects of similar size and complexity undertaken in the past five years. For each project referenced provide the name of the institution, address, contact name and number, and description of project.

## **Evaluation and Selection**

### **Written Proposals**

The written proposals will be evaluated by the College's Consultant Selection Committee based on weighted selection criteria. Each proposal will be assigned a point value as listed below.

1	Project Approach	20 points
2	Experience of Firm with Similar Projects in Higher Education and Understanding of Scope of Work	20 points
3	Qualifications of Key Personnel and Experience with Similar Projects	20 points
4	References / Successful Completion of Similar Projects	20 points
5	Cost / Price	20 points
	TOTAL	100 points

### **Interviews**

Based on the evaluation of the written proposals, a limited number of firms will be invited for interviews. These firms will be notified on or before April 30, 2021, and the interviews will take place beginning May 12. The College is interested in meeting key members of the firm's project team. The interviews will be evaluated based on weighted selection criteria. Each firm's interview will be assigned a point value as listed below.

1	Demonstrated depth of understanding of the scope of work	20 points
2	Demonstrated experience and success through similar project examples	20 points
3	Demonstrated applicable experience of key project personnel	20 points
4	Presented clear and comprehensive plan to develop and complete project	30 points
5	Overall presentation and interaction with college personnel	10 points
	TOTAL	100 points

### **Selection**

The firm that is judged to be the best qualified to render outstanding services, value, price and commitment, will be selected. It is the College's intent to award the contract to the firm which, based upon the evidence presented in both the written proposal and interview, is the most responsive and reliable firm for the successful completion of this project.

The contract execution is subject to approval by the Garrett College Board of Trustees.

Throughout the selection process, safeguards will be in place to ensure impartiality and objectivity. To protect the integrity of the process, deliberations will be confidential, although the selection process results are a matter of public record. Garrett College will not discriminate against any firm or individual on the grounds of race, creed, sex, age, handicap or national origin in the contract award.

### **Terms and Conditions**

See Attachment IV for contract terms and conditions.

## **ATTACHMENTS**

# ATTACHMENT I

## Garrett College Consulting Services for Facilities Master Plan

### 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 as of this date are also employed by College of Southern Maryland.

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

Date \_\_\_\_\_ Authorized signature \_\_\_\_\_

### ETHICS STATEMENT

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

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

Date \_\_\_\_\_ Authorized signature \_\_\_\_\_

### ACKNOWLEDGEMENT OF ADDENDA STATEMENT

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

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

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

The undersigned hereby affirms receipt of Addendum and inclusion in Proposal.

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

Date \_\_\_\_\_ Authorized signature \_\_\_\_\_



**ATTACHMENT II**

**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. AFFIRMATION REGARDING BRIBERY  
CONDITIONS

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, director, partners, or any of its  
employees directly involved in obtaining or performing contracts with public bodies (as is  
defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated  
Code of Maryland), has been convicted of, or has had probation before judgment imposed  
pursuant to Article 27, Section 641 of the 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 persons(s) involved, and their current positions and  
responsibilities with the business) (use attachments as necessary):

C. AFFIRMATION REGARDING OTHER CONVICTION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above  
business, or any of its officers, director, partners, or any of its employees directly involved  
in obtaining or performing contracts with public bodies has:

- (a) Been convicted under state or federal statute of a criminal offense  
incident to obtaining, attempting to obtain, or performing a public or private  
contract, fraud, embezzlement, theft, forgery, falsification or destruction of  
records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute
- (c) 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 arising out  
of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law,  
(c) Section 14-308 of the State Finance and Procurement Article of the  
Annotated Code of Maryland;
- (e) Been found civilly liable under a state or federal antitrust for acts or  
omissions in connection with the submission of bids or proposals for a public or  
private contract;
- (f) 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 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 names(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachment as necessary):

D. 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, or any of its employees directly involved in 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 names(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 fronds of the debarment or suspension) (use attachments as necessary).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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 section Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and

The business is not a successor, assignee, subsidiary, of affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification) (use attachments as necessary).

F. 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 service, construction related service leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(a) 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;

(b) 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 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.

H. FINANCIAL DISCLOSURE  
AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE  
AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the 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 Administrative Board of Election Laws 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.

J. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning 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 J (2)(b), above
- (h) Notify its employees in the statement required by J (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 J (2)(h)(ii), above, or otherwise receiving actual notice of a conviction
- (j) Within 30 days after receiving notice under J (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
  - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of J (2)(a)-(j) above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in J (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 21.08.06.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAXPAYMENT**

I FURTHER AFFIRM THAT:

- (1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due to the State of Maryland and had filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
- (2) The business named above is a \_\_\_\_\_ sole proprietorship, \_\_\_\_\_ partnership, or \_\_\_\_\_ corporation formed under the laws of the State of Maryland
- (3) (For entities not formed under the laws of Maryland,) I further affirm

that the business named above is registered in accordance with the Corporation 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 current resident agent filed with the State Department of assessments and Taxation is:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

L. 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 or agent 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 or agent, any fee or any other consideration contingent on the making of the contract.

M. 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 the accompanying 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) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

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

Date \_\_\_\_\_ Authorized signature \_\_\_\_\_

# ATTACHMENT III

## Garrett College Consulting Services for Facilities Master Plan

### PRICE PROPOSAL

Garrett College anticipates awarding a fixed price contract for the services described herein for its 10-Year Facilities Master Plan.

The proposer shall provide a fee schedule indicating billable labor, service, and material classifications for completing the Scope of Work. List billable labor rates and hours for the personnel expected to be committed for the project. Labor unit rates include fringe benefits, direct and indirect costs, and any other administrative fees.

The undersigned agrees, having carefully examined the Request for Proposal and all associated documents and being familiar with the legal requirements, regulations, and mandates, to provide all services and materials to satisfy the Scope of Work for the following sum:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Date \_\_\_\_\_

Submitted by \_\_\_\_\_ (Company Name)

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

Name \_\_\_\_\_ (type or print)

Title \_\_\_\_\_ (Owner/Partner/President/Vice President)

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Witnessed by \_\_\_\_\_ (signature)

Notary Public \_\_\_\_\_ (type of print)

Commission Expires \_\_\_\_\_ (date)

## ATTACHMENT IV

### TERMS AND CONDITIONS

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

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

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

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

**ARREARAGES** By submitting a response to this solicitation, the Offeror hereby represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

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

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

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

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

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

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

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

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

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

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

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

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by the 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 College.

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

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

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

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

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

**DELIVERY OF PROPOSALS** Sealed proposals must be received by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Garrett College, 687 Mosser Road, McHenry, Maryland 21541 and clearly marked to indicate the RFP title and opening date. Hand delivered proposals will be accepted only at Garrett College Facilities Department, 687 Mosser Road, McHenry, Maryland 21541 clearly marked to indicate the RFP title.

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

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

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

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

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

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

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any



material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLICITY** The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College 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.

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

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

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

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

**SAMPLES AND CATALOG CUTS** If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, RFP Title\_\_\_\_" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

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

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

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

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

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

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

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

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

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

adjustment be necessary to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

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

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