



101 COLLEGE PARKWAY. ARNOLD, MARYLAND 21012-1895

## **REQUEST FOR PROPOSALS**

**PROJECT NO. C2022-02-P**

### **OPEN-END CONTRACT FOR ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**Including a Request for Quote for Task Order #AACC-01-2022  
Building Controls Replacement  
Humanities (HUM) Building**

**August 31, 2021**

Submit Sealed Competitive Proposals To:

Heidi Frist  
Senior Purchasing Agent  
Resource Management Building, Room 108  
Anne Arundel Community College  
101 College Parkway  
Arnold, MD 21012-1895  
[hmfrist@aacc.edu](mailto:hmfrist@aacc.edu)

**Deadline for Receipt of Proposals: October 12, 2021, 11:00 AM ET**



## Purchasing and Contracting

[purchasing@aacc.edu](mailto:purchasing@aacc.edu)

[www.aacc.edu](http://www.aacc.edu)

August 31, 2021

To All Interested Contractors:

Anne Arundel Community College (AACC) requests proposals to select a qualified and experienced contractor(s) to provide on-call installation, programming, and service for HVAC controls and building automation systems to meet the objectives of the college. In conjunction with awarding an open-end contract, the college is also requesting quotes to replace the existing controls in the Humanities Building as the first task order under the established open-end contract.

A pre-proposal Microsoft Teams meeting is scheduled for **Monday, September 13, 2021 at 10:00 a.m. ET**. Contractors are strongly encouraged to attend. Refer to page 3 of the RFP for more details.

Proposals must be submitted (**by Email**), digitally signed, endorsed in the subject line of the Email "RFP: Project C2022-02-P On-Call Building Controls / Automation Services" to Ms. Heidi Frist, Senior Purchasing Agent, Email: [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu). **Proposals will be accepted until 11:00 a.m. ET Tuesday, October 12, 2021. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the contractor's email sent time stamp.** It is the responsibility of each contractor to ensure that their proposal is delivered prior to the scheduled due date and time.

Copies of the Request for Proposal (RFP) may be obtained from the eMaryland Marketplace Advantage (eMMA) website. Contractors assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposals. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

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

Sincerely,

Heidi Frist  
Senior Purchasing Agent  
[hmfrist@aacc.edu](mailto:hmfrist@aacc.edu)

***Notice of Nondiscrimination: AACC is an equal opportunity, affirmative action, Title IX, ADA Title 504 compliant institution. Call Disability Support Services, 410-777-2306 or Maryland Relay 711, 72 hours in advance to request most accommodations. Requests for sign language interpreters, alternative format books or assistive technology require 30 days' notice. For information on AACC's compliance and complaints concerning sexual assault, sexual misconduct, discrimination or harassment, contact the federal compliance officer and Title IX coordinator at 410-777-1239, [complianceofficer@aacc.edu](mailto:complianceofficer@aacc.edu) or Maryland Relay 711.***



# ANNE ARUNDEL COMMUNITY COLLEGE

## NON-SUBMITTAL RESPONSE FORM

RFP Name: On-Call Building Controls / Automation Services  
 RFP Number: C2022-02-P

### NOTE TO VENDOR:

If your company's response is a "non-submittal", Anne Arundel Community College (AACC) is very interested in the reason for such response since AACC desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this Non-Submittal Response Form.

**Please complete and Email to: [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu) or fax this form to: (410) 777-4244**

Please indicate your reason for responding with a "non-submittal":

- Unable to meet the requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation
- Unable to meet time frame established for start and or completion of project.
- Received too late to submit a bid. Received on:
- Please remove our company's name from receiving similar type solicitations.

Other (Please explain):

Your response will be reviewed and placed in the solicitation file. Your input will assist AACC in determining changes necessary to increase participation in the solicitation process.

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Company name

---

Company address

---

Company telephone number

---

Company fax number

---

Primary company contact e-mail address

---

Authorized company official signature

---

Title

---

Date

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

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**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

CONTRACTOR NAME \_\_\_\_\_

*Volume One Technical Proposal Check List of Items Required*

This document is for the Contractor's convenience only to help assist in assuring that all information is included in the submittal of their technical proposal.

- \_\_\_ 1. Section 1.0, Title Page.
- \_\_\_ 2. Section 2.0, Contractor's Qualifications and Relevant Experience
- \_\_\_ 3. Section 3.0, Project Approach and Methodology – Humanities Building Task Order
- \_\_\_ 4. Section 4.0, References
- \_\_\_ 5. Section 5.0, Subcontractors
- \_\_\_ 6. Section 6.0, Value Added

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

CONTRACTOR NAME \_\_\_\_\_

*Volume Two College Submittal Documents Check List of Items Required*

This document is for the Contractor's convenience only to help assist in assuring that all information is included in the submittal of their proposal.

- \_\_\_ 1. Section 7.0 Contractor's Open End Contract Pricing
- \_\_\_ 2. Section 8.0 Contractor's Quote for Humanities Building – Task Order #AACC-01-2022
- \_\_\_ 3. Section 9.0 Acknowledgement of Addenda
- \_\_\_ 4. Section 10.0 Conflict of Interest Statement
- \_\_\_ 5. Section 11.0 Participation in Procurement Statement
- \_\_\_ 6. Section 12.0 Bid/Proposal Affidavit
- \_\_\_ 7. Section 13.0 Performance and Payment Bond – Humanities Building
- \_\_\_ 8. Section 14.0 Bid/Proposal Security – Humanities Building
- \_\_\_ 9. Section 15.0 Minimum Warranty/Guarantee Requirements Acknowledgment
- \_\_\_ 10. Section 16.0 Site Safety Requirements Acknowledgment
- \_\_\_ 11. Section 17.0 Proof of Insurance
- \_\_\_ 12. Section 18.0 Minority Participation

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**TENTATIVE SCHEDULE OF EVENTS**

08/31/21	RFP Advertisement posted on eMaryland
09/06/21	College Closed – Labor Day
09/13/21	Pre-Proposal TEAM Meeting, 10:00am ET, refer to page 3 for meeting link.
09/14/21	Site Visit, refer to page 3 for more detail.
09/15/21	Addendum with the minutes from the PPCONF posted on eMaryland
09/23/21	Cut-off date for questions. All questions and requests must be submitted by Email to <a href="mailto:hmfrist@aacc.edu">hmfrist@aacc.edu</a> , no later than 11:00 a.m. ET.
09/27/21	Addendum posted on eMaryland, if applicable.
<b>10/12/21</b>	<b>Proposals are due no later than 11:00 a.m. ET. Proposals must be submitted by Email to <a href="mailto:hmfrist@aacc.edu">hmfrist@aacc.edu</a>, no later than 11:00 a.m. ET. Proposals may be submitted at any time prior to this date and time. Proposals will not be publicly opened.</b>
10/13/21 – 10/20/21	Evaluation of Proposals by College officials.
10/28/29 – 10/29/21	Interview with Qualified Firm(s)
11/10/21	Deadline to submit agenda items to VP Learning Resource Management
11/25/21 – 11/28/21	College Closed – Thanksgiving Break
12/14/21	College administration submits recommendations for contract award to the College's Board of Trustees (BOT) for approval, if appropriate.
<b>12/15/21</b>	<b>Notice of Contract Award (Open-End Contract)</b>
<b>12/15/21</b>	<b>Notice of Contract Award (Humanities Task Order #AACC-01-2022)</b>
12/23/21 – 01/02/22	College Closed – Winter Break
01/07/22	Executed AIA Document and Notice to Proceed issued (Humanities Task Order)
01/17/22	College Closed – Martin Luther King Jr. Day
03/15/22	Start Installation (Humanities Task Order)
03/21/22 – 03/27/22	College Closed – Spring Break
06/15/21	Substantial Completion (Humanities Task Order)
06/30/21	Final Completion Date (Humanities Task Order)
01/01/22 – 12/31/23	Base Contract Term – 2 years (Open-End Contract)
01/01/24 – 12/31/24	Option Year One (Open-End Contract)
01/01/25 – 12/31/25	Option Year Two (Open-End Contract)
01/01/26 – 12/31/26	Option Year Three (Open-End Contract)

**END OF SECTION**



## PART ONE – INSTRUCTIONS & INFORMATION FOR SUBMITTING PROPOSALS

### 1.1 INTRODUCTION

The purpose of this Request for Proposal (RFP) is to select a qualified and experienced contractor(s) to provide installation, programming, and service for HVAC controls and building automation systems for Anne Arundel Community College's (AACC) campus facilities. It is the intent to select multiple contractors capable of providing these services for the College. The goal of this contract is to pre-qualify contractors, maintain consistent pricing, quality of work, and streamline the bidding process for future task orders.

In conjunction with awarding an open-end contract, the college is also requesting proposals to replace the existing controls in the Humanities Building as the first task order under the established open-end contract.

There is no guarantee of additional work associated with this open-end contract.

Fast Facts about Anne Arundel Community College can be reviewed at:

<http://www.aacc.edu/aboutaacc/file/fastfacts.pdf>

As COVID-19 restrictions are winding down, Contractors can follow the College's progress through this link: [Riverhawks Reunite - Anne Arundel Community College \(aacc.edu\)](#)

### 1.2 CONTACT POINT

Questions concerning this Request for Proposals (RFP) must be made in writing and emailed to: Heidi Frist, Senior Purchasing Agent, Email: [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu).

Contractors, including third-party contractors or their staff, should not contact other College employees, faculty or any related constituency for purposes associated with the RFP. Contact includes but is not limited to obtaining or providing information regarding this RFP. Contractors failing to comply with this requirement may be disqualified.

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

### 1.3 PROPOSAL DOCUMENTS

Copies of the Request for Proposal (RFP) may be obtained from the eMaryland Marketplace Advantage (eMMA) website: [www.emma.maryland.gov](http://www.emma.maryland.gov). Offerors assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposal. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

Prospective offerors are solely responsible for obtaining any addendums which are issued. All RFP addendums will be posted on eMaryland Marketplace Advantage (eMMA). Addendums to this solicitation could occur shortly prior to RFP opening (sometimes within as little as 24 hours). It is the potential contractor's responsibility to frequently visit eMaryland Marketplace Advantage (eMMA) website to obtain addendums.

The College does not provide solicitation documents in an alternate format from those posted on the eMaryland Marketplace Advantage (eMMA) website.

The College provides copies of the RFP on the terms stated above for the sole purpose of obtaining proposals for the work described in the RFP. The College does not grant permission for any other use of these documents.

## 1.4 PRE-PROPOSAL MICROSOFT TEAMS MEETING

A pre-proposal Microsoft Teams meeting is scheduled for **Monday, September 13, 2021 at 10:00 a.m. ET**. Contractors are strongly encouraged to attend. Contractors should make sure they have audio and visual access to the meeting. To join the Teams meeting, use the following link/information:

### Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 240-491-0163,,245368438#](#) United States, Bethesda

Phone Conference ID: 245 368 438#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

## 1.5 SITE VISIT

A site visit will be offered at **9:00 a.m. ET on Tuesday, September 14, 2021**. A site visit is not mandatory, however contractors are strongly encouraged to visit the site. **Contractors will meet a college representative at the main entrance of the Humanities Building promptly at 9:00 a.m.** Directions to and around campus can be located at [www.aacc.edu/about/locations](http://www.aacc.edu/about/locations).

## 1.6 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Contractors must carefully examine the RFP and related documents. Should any contractor find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the contractor should direct inquiries and/or requests for clarification of the documents, specifications or the process as a whole in writing to Heidi Frist, Senior Purchase Agent, [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu) by **September 20, 2021 by 11:00 a.m. ET**. The submission of a proposal will indicate that the contractor thoroughly understands the terms of the RFP.

Contractors are advised that the College reserves the right to use its best judgment in providing or not providing a response to any question(s) received after the above cutoff date for questions.

## 1.7 RIGHT TO AMEND, MODIFY OR CANCEL RFP

The college reserves the right, at its sole discretion, to amend or modify any provisions of the RFP or to withdraw the procurement at any time prior to the award of a contract. This final decision will be based on the college's best interest.

The college reserves the right to change the contents of this RFP where necessary for the proper fulfillment of the intent of this procurement. Changes will be made in the form of written addenda. All addendums will be posted on the eMaryland Marketplace website. Offerors are solely responsible for obtaining any addendums. Addendums to solicitations often occur shortly prior to proposal opening (sometimes within as little as 24 hours). It is the potential contractor's responsibility to frequently visit the eMaryland Marketplace website to obtain addendums.

**Verbal changes to the RFP are not valid unless confirmed by written addenda.**

## 1.8 TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical proposal and College submittal documents. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, each contractor shall submit its proposal in two separately sealed volumes. Refer to Part Two - Submittal Format, paragraph 2.2 General Organization of Submittal Contents, page 8 of the RFP.

## 1.9 SUBMISSION OF PROPOSALS

Respondents must submit their proposal on the forms provided in this RFP. Both volumes must be submitted as separate PDF files, labeled appropriately, and sent in one email. Proposals must be digitally signed, and endorsed in the subject line of the Email "RFP C2022-02-P On-Call Building Controls / Automation Services" to Ms. Heidi Frist, Senior Purchasing Agent, Email: [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu). **Proposals will be received until Wednesday, October 6, 2021, no later than 11:00 a.m. ET. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the proposer's email sent time stamp.** It is the responsibility of each contractor to ensure that their proposal is delivered prior to the scheduled due date and time.

**Proposals will not be accepted electronically through eMaryland Marketplace Advantage (eMMA).**

All costs incurred by the responding contractor associated with the preparation, submission, presentation of 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(s) and will not under any circumstances be reimbursed by the college.

## 1.10 CONFIDENTIAL/PROPRIETARY INFORMATION

Contractors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not acceptable to preface the entire proposal with a confidential or proprietary statement.

## 1.11 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

It is the contractor's responsibility to ensure that its proposal is received by the Senior Purchasing Agent, Heidi Frist, at [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu) no later than **11:00 a.m. ET October 6, 2021**. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the bidder's email sent time stamp.

Proposals may be submitted at any time prior to this date and time. Any proposal, request for withdrawal or request for modification received after this date and time is late.

Late proposals, withdrawals, or request for modifications will not be considered unless it is received before award is made and the late proposal would have been timely but for the sole or paramount action or inaction of college personnel.

A late modification of a successful proposal that makes its terms more favorable to the College shall be considered at any time it is received and may be accepted.

## 1.12 ERRORS IN PROPOSALS

Contractors are responsible for the accuracy of their proposals. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by the Senior Purchase Agent before the latest time specified for the receipt of proposal. All proposals are considered final after the date and time designated for receipt of proposal. Proposals may not be withdrawn, modified or canceled for a period of 180 days after the date and time designated for receipt of proposals. Withdrawal of a proposal after the deadline for receipt of proposals will not be permitted, except in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing contractor has made a bona fide error in the preparation of the proposal and such error will result in substantial loss to the contractor. In that instance, an exception may be made by the College. Negligence on the part of the contractor in preparing its proposal confers no right of withdrawal, modification or cancellation of the proposal after the deadline for receipt of proposals.

Contractors are responsible for the accuracy of their proposed prices. In the event of a discrepancy between the unit price and its extension, the unit price will govern. In the event of a discrepancy

between written words and figures on the proposal forms, the amount stated in written words will govern.

The College may contact any and all contractors to verify information included in a proposal and may clarify any questions regarding the information submitted in the proposal to make sure the submitted proposal is both responsive and responsible. The College may waive or permit cure of minor irregularities. The College may waive any formalities, informalities and technicalities in evaluation of the proposal as are deemed appropriate, necessary and in the College's best interest.

### 1.13 EVALUATION OF PROPOSALS

Proposals must meet the proposal requirements as stated under Part Two – Submittal Format on page 8 of this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award.

The College selection and evaluation committee will utilize information submitted by the contractors to evaluate technical proposals. The contractors will be evaluated based on the following criteria:

1. Company Information
2. Contractor's Qualifications and Relevant Experience
3. Project Approach & Understanding (Humanities Building)
4. Supplemental written information requested by the panel, if applicable.

Award will be based upon factors in addition to price and may not necessarily be made to the lowest offer. The contractor(s) that is/are judged to be best qualified to render the services, price and other factors considered, will be selected. It is the College's intent to award the contract to the contractor(s) which, based upon the criteria for evaluation, is the most responsive and responsible contractor for the provision of the work.

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

The College reserves the right to conduct any investigations deemed necessary to determine the ability of a contractor to provide the work as specified herein. This includes the right to contact any current and past customer of the contractor in order to assist with the verification of references or to determine the vendor's degree of qualification.

The College reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Contractors must provide all information and data necessary for the College to determine if the proposal is responsive and responsive to the RFP's requirements as stated herein.

### 1.14 INTERVIEWS

A college evaluation team will utilize the information submitted to evaluate proposals. Based on the outcome of the initial evaluation, one or more contractors may be required to meet virtually with college officials for clarification and questions. Information provided during the interview will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the interview. The evaluation team will again rank the proposals and forward the recommended final technical ranking to the Purchasing Agent for further consideration.

**Interviews are an option of the college and may or may not be conducted. Contractors shall not rely on the possibility of being required to virtually meet with college officials and shall submit a complete and comprehensive written response to this solicitation.** If the college elects to invite a contractor or contractors to be interviewed, contractors agree to be available on date(s) specified by the college (see tentative schedule of events on page 1). **The contractor's key personnel who will be assigned to this project will be required to be in attendance and be prepared to conduct an oral review of their proposal.** Failure to be available on specified dates may lead the college to elevate another proposal for further consideration.

## 1.15 FINANCIAL STABILITY

The College, at any time during the RFP process, before and/or after receipt of proposals and before and/or after award of contract, may require additional documentation to provide evidence of financial stability, and or to reduce the risk exposure of the College. Additional documentation may include but not be limited to:

- Independently audited, reviewed or compiled financial statements for the two most recent complete years. Financial statements should include Balance Sheet, income statement and statement of cash flows, as well as notes, disclosures, and/or opinions as referenced in the auditor's report.
- If audited, reviewed or compiled financial statements are not available, the Contractor shall provide all the following documents to support financial stability:
  - a. A letter of reference from the Contractor's bank or financial institution;
  - b. Credit reference letters;
  - c. Internal financial statements;
  - d. The two most recent year's tax returns.
- Complete Dun & Bradstreet report inclusive of a Dun & Bradstreet rating, interim internal financial reports, performance bond, letter of credit, or the establishment of an escrow account.

**FAILURE TO PROVE FINANCIAL STABILITY MAY RENDER THE CONTRACTOR'S PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.**

## 1.16 CRITERIA FOR CONTRACTOR SELECTION AND EVALUATION OF PROPOSALS

Although cost must always be taken seriously into consideration in making a determination regarding award of contract, the College will specifically evaluate Proposals on the basis of the following criteria:

Cost	60%
Qualifications and Relevant Experience	30%
Minority Participation	5%
Overall, any other factors the College may deem appropriate	5%

## 1.17 ANNE ARUNDEL COMMUNITY COLLEGE RESERVED RIGHTS

Anne Arundel Community College reserves the right to:

- Adopt any or all portions of the contractor's proposal to best serve the needs of the College;
- Modify or waive minor irregularities and technical defects in the contractor's proposal to protect the best interest of the College.
- Negotiate or modify any element of the proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.
- Conduct any investigations deemed necessary to determine the ability of a contractor to provide the work as specified herein. This includes the right to contact any current and past customer of the contractor in order to assist with the verification of references or to determine the vendor's degree of qualification.
- Clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Contractors must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

## 1.18 AWARD OR REJECTION OF PROPOSAL

The master contract and the Humanities task order will be awarded to the contractor(s) complying with all the provisions of this RFP and stated criteria, subject to the availability of funding and provided it is the best interest of Anne Arundel Community College to award the contract. It is the College's intent to award the master contract to multiple contractors which, based upon the criteria for evaluation, are the most responsive and responsible contractors for the provision of the work.

Anne Arundel Community College may reject any and all proposals, at any time, whenever such is in the best interest of the college. A contractor's proposal may be rejected for one or more, but not limited to the following reasons:

1. Failure of the contractor(s) to submit a bid within the time frames specified;
2. Failure of the contractor(s) to provide the required information;
3. Failure of the contractor(s) to respond to the request for clarification, presentation or demonstration;
4. Failure of the contractor to follow the prescribed RFP instructions, including preparation, submission and response format;
5. Collusion among or between contractors;
6. Unbalanced proposals whereby the prices quoted for some work are inconsistent with prices quoted for similar work;
7. Lack of responsibility on the part of the contractor;
8. Financial instability of contractor submitting the proposal;
9. Failure of the contractor to successfully negotiate a contract;
10. Submission of a proposal that does not meet the college's requirements as outlined.

The college reserves the right to reject any proposals if the evidence submitted by, or investigation of, such contractor fails to satisfy the college that such contractor is qualified to carry out the obligations of the contract herein.

**Conditional Proposals will not be accepted.**

If the contractor, to whom an award is made, fails to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible contractor. The second contractor will be required to fulfill every stipulation included herein, as if it was the original party to whom the award was made. If the second contractor fails to fulfill its obligations, the college may reject any and/or all of the proposals at its discretion.

### **1.19 VENDOR INFORMATION**

During the award process, the successful contractor will be required to self-register in the college's procurement system.

### **1.20 NOTICE TO PROCEED**

Upon determination of the most responsive and responsible contractor, a notice of award will be sent to the successful contractor. Non-award letters will also be issued. The specified contract time will begin on the date of the "Notice of Award." Both the contractor and the College will work diligently to process and agree to a written contractual agreement within 10 days after the notice of award has been issued.

### **1.21 DEBRIEFINGS**

Debriefing of an unsuccessful contractor will be conducted upon written request submitted to the purchasing agent within ten (10) days of the announcement of the recommended award. This debriefing will be oral and be limited to a discussion of the unsuccessful contractor's proposal only and will provide information on areas in which it was deemed weak or deficient.

### **1.22 PROTESTS TO BID OR PROPOSAL RESULTS**

An interested party (actual bidder, offeror or contractor) may protest an award or proposed award of a contract for goods or services to all publicly solicited items or services with a value of \$50,000 or more. The protest must be submitted in writing, addressed to the Director of Purchasing & Contracting, and be clearly marked as "Protest" on the outside of the envelope within seven days of the announcement of award.

**END OF SECTION**

## PART TWO – SUBMITTAL FORMAT

### 2.1 INTRODUCTION

All Proposals are expected to be prepared in accordance with the format listed below. Furthermore, respondents must submit their proposal on the forms provided in this RFP. Both volumes must be submitted as separate PDF files, labeled appropriately, and sent in one email. Proposals must be digitally signed, and endorsed in the subject line of the Email “RFP C2022-02-P On-Call Building Controls / Automation Services” to Ms. Heidi Frist, Senior Purchasing Agent, Email: [hmfrist@aacc.edu](mailto:hmfrist@aacc.edu). (refer to paragraph 1.9 Submission of Proposals, on page 4). Proposals should be emailed by the due date and time as indicated.

Proposals should be clear and concise. Utilize a table of contents for ease in finding necessary information. Contractors should supply any documentation or literature that will facilitate evaluation of their qualifications. A transmittal letter should accompany the Contractor’s Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Proposal. The letter must be signed by an individual who is authorized to bind the Contractor to all statements contained in the Proposal.

Each Contractor’s proposal will be evaluated on the factors listed below. Proposals should address each section as outlined in order for the Selection and Evaluation Committee to make a proper and complete evaluation of the Contractor’s capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.

### 2.2 GENERAL ORGANIZATION OF CONTRACTOR’S PROPOSAL CONTENTS

Proposals must be organized in the following format:

Volume One Technical Proposal:

- Section 1.0 Title Page
- Section 2.0 Contractor’s Qualifications and Relevant Experience
- Section 3.0 Project Approach and Methodology – Humanities Building Task Order
- Section 4.0 References
- Section 5.0 Subcontractors
- Section 6.0 Value Added

Volume Two Submittal Documents:

- Section 7.0 Contractor’s Open End Contract Pricing
- Section 8.0 Contractor’s Quote for Humanities Building Task Order #AACC-01-2022
- Section 9.0 Acknowledgement of Addenda
- Section 10.0 Conflict of Interest Statement
- Section 11.0 Participation in Procurement Statement
- Section 12.0 Bid/Proposal Affidavit
- Section 13.0 Performance and Payment Bond – Humanities Building Task Order
- Section 14.0 Bid/Proposal Security – Humanities Building Task Order
- Section 15.0 Minimum Warranty/Guarantee Requirements Acknowledgment
- Section 16.0 Site Safety Requirements Acknowledgment
- Section 17.0 Proof of Insurance
- Section 18.0 Minority Participation

### 2.3 SECTION 1.0 – TITLE PAGE

The title page must be on company letterhead and should include the name and working address of the Contractor submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: “Proposal – Project C2022-02-P, On-Call Building Controls / Automation Services”.

## 2.4 SECTION 2.0 – CONTRACTOR’S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services furnished under this contract shall be from Contractors regularly engaged in this type of work for a minimum of five consecutive years, and should be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the Contractor being determined to be non-responsive and not eligible for award.

The college reserves the right to request any other information and data it deems necessary to determine if the Contractor’s proposal is both responsive and responsible and that the Contractor is fully qualified to handle the project as specified.

An inspection of the contractor’s business operations may be required prior to the award of contract.

Section 2.0 of the RFP, must be completed and information requested must be furnished. Failure to include any of the items listed under this section may result in the Contractor being disqualified. Contractor should describe in detail and provide evidence supporting the qualifications when applicable.

All Contractors are to compile their qualifications and experience in the order listed:

1. Company Information
2. Experience/Qualifications
3. Contract Management

## 2.5 SECTION 3.0 – PROJECT APPROACH AND METHODOLOGY – HUMANITIES BUILDING

The purpose of this Section is for the contractor to demonstrate their understanding of this Master Contract and how they would approach a project (in this case the Humanities Building Task Order #AACC-01-2022) in accordance with this Master Contract. This Section gives the contractor an opportunity to illustrate how their qualifications, philosophy, approach, organizational culture, working style and communications style fit with the College’s.

Section 3.0 of the RFP, must be completed and information requested must be furnished. Failure to include any of the items listed under this section may result in the Contractor being disqualified.

## 2.6 SECTION 4.0 – REFERENCES

Anne Arundel Community College may contact references as it deems necessary to determine the ability of the Contractor to meet all the terms of the stated specifications.

Supply a listing of at least three (3) clients, preferably in the local area, for whom a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Anne Arundel Community College should not be one of these references. For each reference, the Contractor shall include the following information:

1. Name of client;
2. Address of client;
3. Name and title of person who may be contacted for the reference;
4. Telephone number and fax number, as well as e-mail address, for the contact person;
5. Scope of work and date of project

**Use attached Reference Sheet, but also provide the information as an Excel or csv (comma separated values) file.**

## 2.7 SECTION 5.0 – SUBCONTRACTORS

Provide a list of all subcontractors’ names, addresses, telephone numbers and contacts. If the Contractor does not use subcontractors, this should be clearly stated under this section.

Subcontractors cannot change or be substituted during the course of this contract unless approved in advance by the College.



## **2.8 SECTION 6.0 – VALUE ADDED**

Briefly share what makes your company unique among other contractors regularly engaged in this type of work. What differentiates your contractor from your competitors?

Describe any additional value added services that were not previously mentioned in your response for Section 2.0 above.

## **2.9 SECTION 7.0 – CONTRACTOR’S OPEN END CONTRACT PRICING**

Price proposals shall be signed by an authorized Contractor representative and shall be in accordance with the requirements of this RFP and all addenda.

By submitting a proposal, it is understood that your contractor agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your contractor has read and agrees to the college terms, conditions, stipulations, and specifications and any college approved or authorized exceptions, and that your contractor will adhere to said terms and conditions in any contract resulting.

It is also understood that the proposed price will be contractor for a period of one hundred and eighty (180) calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the Contractor shall execute a contract for the proposed compensation.

All bids/proposals for goods and services shall be exclusive of taxes, where applicable. A copy of the college’s tax exemption certificate can be provided upon request. Contractors are not permitted to utilize the college’s tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

Information to be included in the open-end contract price proposal:

1. Open-End Contract Pricing for Loaded Hourly Rates
2. Open-End Contract Subcontractor Services Percentage Markup
3. Open-End Contract Control Component/Supplies/Equipment Markup

## **2.9 SECTION 8.0 – CONTRACTOR’S QUOTE FOR HUMANITIES BUILDING -TASK ORDER #AACC-01-P**

Quotes shall be signed by an authorized Contractor representative and shall be in accordance with the requirements of this RFP, all addenda, and specifications as stated for the project task order.

By submitting a quote, it is understood that your contractor agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your contractor has read and agrees to the college terms, conditions, stipulations, and specifications and any college approved or authorized exceptions, and that your contractor will adhere to said terms and conditions in any contract resulting.

It is also understood that the proposed price will be contractor for a period of one hundred and eighty (180) calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the Contractor shall execute a contract for the proposed compensation.

All bids/proposals for goods and services shall be exclusive of taxes, where applicable. A copy of the college’s tax exemption certificate can be provided upon request. Contractors are not permitted to utilize the college’s tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

Information to be included in the price proposal:

1. Task Order Price
2. Labor
2. Subcontractors

### 3. Control Component/Supplies/Equipment

#### **2.10 SECTION 9.0 – ACKNOWLEDGEMENT OF ADDENDA**

Addenda are incorporated into and are considered to be an integral part of the RFP.

Contractors must determine prior to submitting a proposal that they have received all addenda issued and must acknowledge receipt by completing Section 9.0 of the submittal documents of this RFP and returning with Contractor's proposal.

#### **2.11 SECTION 10.0 – CONFLICT OF INTEREST STATEMENT**

Contractors must certify that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest for this project; or if so, contractors shall state the facts or circumstances. The Conflict of Interest Statement is attached as Section 10.0 under the submittal documents section of this RFP and must be completed and returned with the Contractor's proposal package.

Employees of the college whose duties include matters relating to or affecting the subject matter of this contract, shall not, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

#### **2.12 SECTION 11.0 – PARTICIPATION IN PROCUREMENT STATEMENT**

In compliance with the Maryland State Finance and Procurement Code Ann. 13-212.1, an individual who assists an executive unit (the College) in the drafting of specifications, an invitation for bids or a request for proposals, or a person that employs the individual during the period of assistance, may not 1) submit a bid or proposal for that procurement; or 2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. This statement is included as Section 11.0 of the submittal documents of this RFP and must be completed and returned with the contractor's proposal package.

#### **2.13 SECTION 12.0 – BID/PROPOSAL AFFIDAVIT**

The Bid/Proposal Affidavit included as Section 12.0 of the submittal documents of this RFP must be executed by each responding Contractor and submitted with the Contractor's proposal package.

#### **2.14 SECTION 13.0 – PERFORMANCE AND PAYMENT BOND – HUMANITIES BUILDING TASK ORDER**

The College shall require the selected Contractor to furnish a performance bond and a payment bond covering the faithful performance of the contract and the payment of all obligations arising there under in such form and amount as specified in the specifications. The cost of furnishing performance and payment bonds shall be included in the proposal. Unless otherwise approved, bonds shall be obtained from the same surety that furnished the proposal security. The issuing surety must be licensed to write bonds in the State of Maryland. The bond shall be executed on AIA Document 312, in an amount equal to 100 percent of the contract sum.

The Contractor shall deliver the required bond to the College not later than the date of execution of the contract. If the work is commenced prior thereto, in response to a letter of intent, the Contractor shall furnish and delivery such bonds to the College, prior to the commencement of work.

The bonds shall be dated on or before the date of the contract.

The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

With this proposal, provide a letter from a surety company licensed to issue bonds in the State of Maryland or that has an agent licensed to do business in the State of Maryland indicating the Contractor's capability to provide adequate performance and payment bonds for this project.

## **2.15 SECTION 14.0 – BID/PROPOSAL SECURITY – HUMANITIES BUILDING TASK ORDER**

With the submission of the proposal in accordance with their RFP, all contractors are required to comply with the following bid/proposal security requirements:

The contractor shall furnish (included in section 14.0) a “Bid Bond” as specified herein, underwritten by a company licensed to issue bonds in the State of Maryland, or a bank certified check, bank cashier’s check, a bank treasurer’s check or bank irrevocable letter of credit.

A bid security as defined above is required if the Contractor’s proposal exceeds \$100,000, and must be submitted with the proposal in an amount equal to five (5) percent of the total proposed amount. Bid security must be provided at the time the proposal is submitted. By submission of a bid security, the proposing Contractor is clearly pledging that they will enter into a contract with the College on the terms stated within this RFP, and in the Contractor’s proposal, and that if selected, the Contractor will furnish performance and payment bonds for 100% of the final contract amount, thus insuring the faithful performance of the contract and the payment of all obligations arising there under. Contractors must complete the Bid Bond Form and then attach to their proposal a copy of their bid security. Contractors are advised to use the attached form for submission of a security bond. The college reserves the sole right to determine whether bonds submitted on any form other than the attached form are acceptable to the college. If satisfactory bid security is not provided, the proposal shall be rejected.

Attorneys-of-fact, who sign bid security and performance and payment bonds, must file with such a certified copy of the power-of-attorney to sign. Any and all bonds must be countersigned by a resident Maryland agent of the surety.

Security bonds/check will be returned to unsuccessful contractors upon award of the contract or the rejection of all bids but in any event no later than 180 days after the receipt of bids.

The performance and payment bonds shall be obtained from the same surety that furnished the bid security. These bonds are required in an amount equal to 100% of the total amount of the final contract amount. It shall be delivered by the successful Contractor to the college no later than the date the contract is executed. The college cannot and will not sign a contract nor issue Notice to Proceed until the Performance and Payment bonds have been received.

If, after the successful Contractor has been notified of contract award and through the Contractor’s own negligence or fault, the Contractor fails to execute the contract and/or furnish the Performance and Payment bonds within 13 days of notice of final award of contract, the College may rescind the award. In this event the Contractor and the surety shall be liable in the full amount of the Bid guarantee to the college, as liquidated damages for the Contractor’s failure to execute the contract and furnish the required bonds and the College shall have the right to award the contract to the next most responsive and responsible Contractor.

## **2.16 SECTION 15.0 – MINIMUM WARRANTY/GUARANTEE REQUIREMENTS ACKNOWLEDGMENT**

The building automation contractor shall warrant all products and labor per work order for a period of two years after the Functional Performance Testing (FPT) has been successfully completed as indicated in writing by the Commissioning Agent. Any computer workstation or laptop and tablet hardware provided shall have a warranty period of one year after delivery and installation at the project location as acknowledged in writing by the Commissioning Authority. A letter of warranty stating the conditions of the warranty and the start and end dates shall be provided to the AACC Project Manager on completion of each work order.

Guarantees supplied by the successful Contractor shall include a statement on protection provided to the College from personal injury, loss, clean-up, fines and damage claims resulting from any of the work performed under the final contract. Contractor shall in all respects provide the College with any and all statutory warranties and/or guarantees that are required under Federal, State and local laws as well as any additional warranties and/or guarantees which may be available.

The Minimum Warranty/Guarantee Requirements Acknowledgment is attached as Section 15.0 under the submittal documents section of this RFP and must be signed and returned with the Contractor's proposal package.

## **2.17 SECTION 16.0 – SITE SAFETY REQUIREMENTS ACKNOWLEDGMENT**

Anne Arundel Community College is committed to ensuring the safety and health of all employees, students and others that may be affected by the issues arising from the engagement of Contractors. The college enforces OSHA and MOSH requirements in addition to other requirements as listed on the Site Safety Requirements Acknowledgment.

The Site Safety Requirements Acknowledgment is attached as Section 16.0 under the submittal documents section of this RFP and must be signed and returned with the Contractor's proposal package.

## **2.18 SECTION 17.0 – PROOF OF INSURANCE**

Contractors must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under Part Three – General Conditions of Contract, paragraph 3.18 Insurance, pages 17 & 18. Additionally, the proof(s) of insurance shall verify that the primary Contractor holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

## **2.19 SECTION 18.0 – MINORITY PARTICIPATION**

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and Contractors 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. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade contractors. The college does not have a MBE certification program, but accepts MBE certification from all government certification programs.

Non-minority contractors are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the contractor's outreach efforts to minority business enterprises in order to encourage their participation.

**END OF SECTION**

## **PART THREE – GENERAL CONDITIONS OF CONTRACT**

### **3.1 ADDITIONAL TERMS AND CONDITIONS**

Please go to the following link for a complete list of terms and conditions:

<https://www.aacc.edu/media/content-assets/aacc/documents/Purchase-Order-Terms-and-Conditions-Final.pdf>

These terms and conditions are subject to change without notice. Contractors are encouraged to check the above link frequently to learn of any changes made to these Terms and Conditions.

### **3.2 CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the College, all contracts made by the College under Federal awards must contain provisions in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal awards:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200-applI>

These Contract provisions are subject to change without notice. Contractors are encouraged to check the above link frequently to learn of any changes made to these contract provisions.

### **3.3 GOVERNING LAW**

Any contract awarded as a result of this RFP will be governed by the laws of the State of Maryland. The successful contractors will be required to observe and comply with all Federal, State, and local laws, ordinances, orders, codes and regulations, including but not limited to, those relating to undocumented workers and the Uniform Commercial Code, all existing at the time of, or as amended subsequent to, the execution of a contract which in any manner affects the contractual requirements. Furthermore, all employees of the contractor working anytime at Anne Arundel Community College must be in compliance with the State of Maryland Annotated Code Article 11-701 - 11-721 Criminal Procedure for Sex Offender and the contractor is prohibited from staffing this contract with any individual who has been convicted of any act requiring registration under said article.

Any contract awarded as a result of this RFP will require that only United States citizens and/or persons legally authorized to work in the United States be employed on this project. It is the responsibility of the contractor to ensure that all work to be performed under the awarded contract shall be done in strict compliance with all applicable Federal, State and local laws and regulations. In the event that a provision or specification in this RFP is in conflict with applicable laws and regulations, the contractor must inform the College, indicate such in its proposal and propose alterations to the conditions specified.

As required by Maryland law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the College, compliance with this law is mandatory.

### **3.4 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT**

The proposal, addenda and subsequent submittals required as a part of the proposal evaluation process will become an integral part of the final contract.

All documents and contract administration provided by the successful contractor must satisfy the College's requirements as outlined in the RFP. No payment will be made to the successful contractor until the documents have been received and approved and the service completed and accepted by the College as responsive to all the College's requirements.

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.

### **3.5 CONTRACT ADMINISTRATION**

The College shall assign a Contract Administrator, otherwise known as Administrator, and/or Designee to coordinate the activities of the successful contractor with the College.

### **3.6 CONTRACT TERM**

The initial term of the master contract will be for two (2) years effective January 1, 2022. At the sole discretion of the college, the master contract may be renewed for an additional three (3) one-year periods, in compliance with the contract, with the same terms and conditions of the original contract, assuming satisfactory service.

### **3.7 CONTRACT TYPE AND PAYMENT SCHEDULES**

The contract will be in the form of an agreement and contract documents, to include, but not limited to, the College's RFP and addenda, the contractor's proposal, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful contractor. Precise payment date(s) will be finalized during contract negotiations.

All services furnished by the successful contractor shall be to the complete satisfaction of the College. No payment will be made to the successful contractor until the documents have been received and approved and the project completed and accepted by the College as responsive to all the College's requirements.

The successful contractors shall be compensated based on the payment rates submitted under Section 7.0 Contractor's Open End Contract Pricing.

The College will exclusively pay the primary contractor for all work performed as a result of this RFP. The primary contractor will be obligated to appropriately compensate any and all subcontractors, if applicable.

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland.

Anne Arundel Community College is exempt from Maryland Retail Sales Tax and Federal Excise Tax. All bids for goods and services shall be exclusive of taxes, where applicable. A copy of the college's tax exemption certificate can be provided upon request. Contractors are not permitted to utilize the college's tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

### **3.8 PRICE ADJUSTEMENTS**

Contract prices are to remain fixed during the base period of the term of the contract. After the base period, prices may be adjusted annually by the lesser of 3% or the CPI index for the Services category, as provided on the Consumer Price Index Detailed Report Tables Annual Averages for the prior calendar year. In order to receive consideration for a price increase, the contractor must submit a request and justification in writing to the Procurement Office sixty (60) days prior to the end of the initial year term. Upon approval of the college, any such modified rate will apply for the contract renewal period.

### **3.9 REVISIONS AND CHANGES TO CONTRACT**

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 Anne Arundel Community College before the contractor 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 services 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 Purchasing office.

If revisions or changes are required in connection with this contract which, in the opinion of the College, are rendered necessary as a result of the contractor's services or the contractor's subcontractor services, if any, or if the contractor's work is determined by the College to be inferior, defective or not in

accordance with terms of the contractor's proposal and subsequent contract, the contractor must, promptly upon receipt of notice from the College, and without expense to the College:

1. Place in satisfactory condition in every particular all such work and correct all defects therein;
2. Make good all work, which in the opinion of the College is the result of failure on the part of the contractor to respond to or correctly complete the terms of the contract.

**If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the College may have the work corrected by another company and the contractor will be liable for any and all expenses incurred.**

### **3.10 CONFIDENTIAL AND SENSITIVE INFORMATION (CSI)**

All service providers that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the college's Identity Theft policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the college. The point of contact is required to notify the Chair of the Red Flags Committee and report the incident, provide the Chair with the contact information of the service provider, and assist the Chair as necessary in incident reporting and resolution. All service providers that process, store or transport CSI provided by the college are required to give the college sufficient documentation to assess the provider's data security risk.

### **3.11 NON-VISUAL ACCESS**

The contractor warrants that if information technology is offered under this solicitation that it (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 contractor 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 five (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.

### **3.12 CONFIDENTIALITY**

The Contractor acknowledges that during the engagement [he or she] may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used by the College in connection with the operation of its business including, without limitation, the College's business and processes, methods, student lists, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the College. The Contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, the Contractor shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without

the prior written consent of the College and shall at all times preserve the confidential nature of [his or her] relationship to the College and of the services hereunder.

### 3.13 NON-PERFORMANCE OF WORK

Determinations of non-performance will be made following a joint inspection by the College and contractor representatives.

The Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:

- a. The Work was not performed in strict accordance with the scope of services.
- b. The Work not performed within the time period specified.
- c. The Work as required by the RFPs scope of services were not entirely completed.

The above list is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the contractor's termination from this contract. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract. If the contract is terminated for unsatisfactory performance, payment shall be immediately due and payable to the College at the discretion of the College.

### 3.14 RETAINAGE

The contractor agrees that the College will retain ten percent (10%) of each partial progress payment to assure faithful performance of the contract by the contractor. The College will release all retainage upon final payment for the task order.

### 3.15 NEW MATERIAL

The Contractor represents that the supplies and components to be provided under this contract are new (not used, reconditioned or deteriorated). If at any time during the performance of this contract, the successful Contractor believes that the furnishing of supplies or components, which are not new, is necessary or desirable, they shall notify the College immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the College if authorization to use such supplies is granted.

### 3.16 DAMAGES

The successful Contractor must take any available precaution to prevent possible damage to Anne Arundel Community College property and facilities. The successful Contractor will be responsible for the repair or replacement of any item or area damaged. Any repair or replacement must be performed to the complete satisfaction of the College.

### 3.17 LIQUIDATED DAMAGES

Liquidated damages in the amount of \$500.00 per calendar day for delays, non-performance and failure to complete the work within the required times will be incorporated in the contract.

### 3.18 INSURANCE

During the performance of the service under this contract, Contractor shall maintain the following insurance policies, and be underwritten by an insurance company authorized to do business in the State of Maryland. Approval of insurance by the College will not relieve or decrease the liability of the Contractor.

INSURANCE LIMIT REQUIREMENTS	
Type of Insurance	Minimum Limits of Liability
General Liability: Comprehensive Commercial General Liability including Products and Contractual Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
Automobile Liability: owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident



Excess Liability or Umbrella	\$5,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and funds Transfer
Worker's Compensation	In accordance with statutory requirements
Employers Liability	\$1,000,000 each accident \$1,000,000 each employee – disease \$1,000,000 policy limit – disease

The Contractor must furnish proof of insurance to the College. The certificates must show the type, amount, class operations, effective dates and date of expiration of policies within ten (10) days from receiving the "Notice to Proceed." Waiver of Subrogation in favor of the College is required for General Liability and Workers Compensation.

Contractor must not commence work under the contract until it has obtained all required insurance and until such insurance has been approved by the College. Contractor must not allow any subcontractor to commence work until all similar required insurance has been obtained and approved.

Contractor shall furnish AACC certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to AACC.

Contractor shall include AACC as an additional insured on the General Liability, Umbrella Liability and Automobile Liability insurance policy required by the contract. All of the Contractor's subcontractors shall be required to include AACC and Contractor as additional insured on their General Liability insurance policies.

Any and all subcontractors hired by the Contractor are required to carry appropriate insurance as required by the quote and also, the policies should name the Contractor as an additional insured on such subcontractor's policies. Evidence that all insurance coverages have been issued must be provided to the College prior to award of this contract.

The insurance policy provided for the protection of the Contractor must cover any liability assumed under its contract. The College must be furnished with certified evidence that insurance is in full force and effect and in appropriate form throughout the contract.

Contractor must assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this contract.

Misrepresentation of any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies, or capabilities may be grounds for termination of this contract.

### **3.19 BACKGROUND CHECKS FOR CONTRACTOR AND SUBCONTRACTORS**

Anne Arundel Community College is committed to maintaining an environment in which College interests, assets, students, and the workforce are safe, secure, and productive. When requested, and as a condition of award of this contract, all contractors, subcontractors, and sub-subcontractors who will be working (this includes attending meetings) on any AACC College campus, may be requested to provide proof of successful background investigation checks for a period of no less than 7 years prior to the date of assignment to AACC account. This investigation shall include, but is not limited to, verification of credentials, criminal history, driving records (as appropriate). This information may be used by the College to make an informed decision to award a contract for this project. When requested, contractors must supply proof of successful background investigations upon award of contract. The College reserves the right to request documentation from successful contractor and subcontractors for proof of their ability to work in the United States.

### **3.20 COOPERATIVE PURCHASING (if applicable)**

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP 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. Anne Arundel Community 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 contractor's proposal response.

### **3.21 GUIDELINES TO VENDORS, CONTRACTORS AND SUPPLIERS REGARDING COVID-19**

To protect the safety and public health of the AACC campus and community, AACC is detailing its approach to managing critical vendors, contractors and suppliers that are required to be present on property owned, leased or operated by the college to complete necessary work. AACC Guidelines to Vendors, Contractors and Suppliers Regarding COVID-19 can be found here: [https://www.aacc.edu/media/college/documents/2020-09-18-COVIDVendorNotice\\_web.pdf](https://www.aacc.edu/media/college/documents/2020-09-18-COVIDVendorNotice_web.pdf)

**END OF SECTION**

## **PART FOUR – SCOPE OF SERVICES FOR OPEN END CONTRACT**

### **INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to establish a source of supply in order to provide installation, programming, and service for HVAC controls and building automation systems for Anne Arundel Community College's (AACC) campus facilities. It is the intent to select multiple contractors capable of providing these services for the College. The goal of this contract is to pre-qualify contractors, maintain consistent pricing, quality of work, and streamline the bidding process for future task orders.

When task orders are identified by the College, the College will contact the awarded contractor(s) directly with their statement of work to obtain a quote or quotes. Due to the dynamic nature of projects within the College, the College cannot predict the numbers of projects that will be required under this contract. Therefore, the College makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The College is not obligated to use any of the services provided under this contract.

The following is a list of type of projects in which services may be requested:

1. **Building Controls Replacement:** The projects anticipated will be for the replacement of controls in the College's buildings. The size of the project will normally include control for four or more pieces of HVAC equipment that utilize programmable controls.
2. **Ad-hoc Repairs and Control Replacement:** The College often performs small HVAC projects with in-house resources. However, this contract may be utilized to award work for these types of projects as well.
3. **Service Call Repairs:** On occasion, if the in-house resources are unavailable or unable to effect repairs to malfunctioning controls or automation equipment in a timely manner, the on-call controls contractors may be utilized to make the necessary repairs.
4. **Parts Purchasing:** The College may elect to purchase control components from one or more contractors for the College's own in-house repairs. The contractors must provide fixed pricing for control components as part of this contract.

### **REQUIRED MINIMUM QUALIFICATIONS OF CONTRACTORS**

1. The contractor shall have been in business of engineering, programming and installation of HVAC control systems for a period of at least five (5) years.
2. The contractor shall have a service department on-call 24 hours a day, 7 days a week and is capable of meeting the following response times:
  - a. Telephone response within two (2) hours from initial trouble call;
  - b. Response via BAS remote internet connection within two (2) hours from initial trouble call during normal business hours (Monday-Friday, 7:00 a.m. to 5:00 p.m.);
  - c. On-Site response by the end of the following business day, if required, during normal business hours (Monday-Friday, 7:00 a.m. to 5:00 p.m.)
  - d. Emergency service requests (as determined by AACC Facilities) must be responded to on-site within 2 hours.
3. The Contractor shall have personnel that are Niagara AX certified and who have a minimum of five (5) years' experience.

## **METHOD OF ASSIGNMENT**

After award has been made to the selected contractors, the College will use the following method of assignment:

1. The minimum requirements outlined in this RFP must be followed for all work resulting from this RFP. All projects (task orders) from the College resulting from this RFP shall be clearly outlined in a statement of work and submitted to one or multiple of the awarded vendors to obtain a quote for the work. The College may request additional requirements with their request for quote; such as, but not limited to; bid security, performance bond, fidelity bond, insurance requirements, and additional references.

Statement of work submitted to one or multiple of the awarded vendors may contain scope documents such as; project scope, sequence of operations, building control drawings, specifications, points list, alarms, trends, addressing, etc., and pricing form.

The contractor's quote must confirm the statement of work as requested, or provide clarification and exclusions as necessary. Contractor's quote must show list price of component parts and extended price using this contract's percentage markup allowance. If subcontractors are used, Contractor's quote must itemize the cost by showing subcontractor's quote and this contract's percentage markup allowance.

2. The criteria to be used in the selection of the specific contractor to provide the services for any given project:
  - a. availability of personnel;
  - b. cost; and
  - c. qualifications and experience of contractor's personnel to perform requested services.
3. The College shall return to the selected contractor either a contract, purchase order, and/or notice to proceed to indicate their acceptance of the quote.

## **RESPOND TO REQUESTS**

Awarded contractor(s) shall respond to every RFQ solicited to them. If a contractor is unable to provide a quote for any reason, they must submit a "No Quote"/"No Bid" response. Failure to respond may result in termination of the contract with that awarded contractor. All quotes should clearly state that the prices are per Open End Contract C2022-02-P and should include the hourly rates submitted under Section 7.0 Contractor's Open End Contract Pricing used to arrive at the final price.

## **REPORTING REQUIREMENTS**

Within 30 days of the conclusion of each year, the awarded contractors must provide an annual report (in electronic format) in the form of an Excel spreadsheet that summarizes services procured by the College. This report must be emailed to Heidi Frist, Senior Purchasing Agent: hmfrist@aacc.edu.

**END OF SECTION**

**PART FIVE – SCOPE OF WORK FOR HUMANITIES BUILDING  
Task Order #AACC-01-2022**

**5.0 OBJECTIVE**

Replace the existing controls in the Humanities Building and incorporate into the campus building automation system (BAS).

**5.1 SCOPE OF WORK**

The project scope is as stated in the drawings and specifications that are attached to this RFP and include the following:

1. Provide Test and Balance services.
2. For constant volume induction (CVI) boxes, furnish and install:
  - a. Isolation valves on the supply and return heat water piping at each.
  - b. Viconics controller with remote sensor.
3. Building Automation System (BAS) including:
  - a. Demolition of existing pneumatic tubing.
  - b. Replace the existing JACE.
  - c. Provide BAS User Graphics.
4. For existing variable air volume (VAV) furnish and install new controls with temperature sensor.
5. For existing exhaust fans furnish and install controllers.
6. Furnish and install EMON energy meter.
7. Integrate two existing roof top units (RTU) into BAS.

**5.2 ADDITIONAL INFORMATION**

1. Installation and start-up of the new controls is to occur between the hours of 11pm and 7am.
2. The term “Building Automation Contractor” and “BAS Contractor” as used in the attached specifications and drawings shall mean the contractor that is awarded this task order.

**5.3 PROJECT SPECIFICATIONS AND DRAWINGS**

Project specifications and drawings for **Task Order #AACC-01-2022** are provided under **Appendix B – Specifications** and **Appendix C – Drawings**.

**5.4 USER GUIDELINES**

User Guidelines are provided under **Appendix D – AACC-BAS User Graphics, Histories, Alarms Guidelines**.

**5.5 SPECIAL PROVISIONS**

1. Performance and Payment Bond, see paragraph 2.14, page 11 for detail. (Provide as Section 12.0 in Volume Two submittal)
2. Bid/Proposal Security, see paragraph 2.15, page 12 for detail. (Provide as Section 13.0 in Volume Two submittal)

**END OF SECTION**

**APPENDIX A – GENERAL TERMS AND CONDITIONS OF CONSTRUCTION**

Document provided under a separate PDF

## **APPENDIX B – SPECIFICATIONS**

### **HUMANITIES BUILDING TASK ORDER #AACC-01-2022**

Project specifications provided under a separate PDF

## **APPENDIX C – DRAWINGS**

### **HUMANITIES BUILDING TASK ORDER #AACC-01-2022**

Project drawings provided under a separate PDF

- M01 General Notes and Drawing List
- M02 Terminal Equipment Controls
- M03 RTU-2 (RM 116) Controls
- M04 CVI Locations – Original (1965) Mechanical Plan
- M05 VAV Box Locations – 1992 Renovation Drawings
- M06 VVT Box Locations – 1992 Renovation Drawings
- M07 Current Floor Plans with Room Numbers



## **APPENDIX D – AACC-BAS USER GRAPHICS, HISTORIES, ALARMS GUIDELINES**

Guidelines provided under a separate PDF

**APPENDIX E – SAMPLE AIA DOCUMENT A101 - 2017**  
Draft document provided under a separate PDF

## **APPENDIX F – VOLUME ONE SUBMITTAL DOCUMENTS**

Section 1.0	Title Page
Section 2.0	Contractor's Qualifications and Relevant Experience
Section 3.0	Project Approach and Methodology – Humanities Building
Section 4.0	References
Section 5.0	Subcontractors
Section 6.0	Value Added

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 1.0 – TITLE PAGE**

The title page must be on company letterhead and should include the name and working address of the contractor submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: "Proposal – Project C2022-02-P, On-Call Building Controls / Automation Services".

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 2.0 – CONTRACTOR’S QUALIFICATIONS AND RELEVANT EXPERIENCE**

The manner in which the proposing contractor presents their qualifications will be regarded as an indication of how well the contractor’s philosophy, approach, organizational culture, working style and communications style fit with the College’s. Submittals that concisely present the information requested in the order and the manner requested will be considered more favorably than a submittal from a contractor of commensurate qualifications that displays a lack of organization, conciseness or attention to detail.

**Company Information:**

1. Legal Name: \_\_\_\_\_
2. Legal Address: \_\_\_\_\_
3. Year Company was Incorporated: \_\_\_\_\_
4. Company Main Phone Number: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_
6. E-Mail Address: \_\_\_\_\_
7. Web Site: \_\_\_\_\_
8. Owner and Title: \_\_\_\_\_
9. Has your company, at any time, failed to complete a project?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
10. Has your company ever been terminated on a contract for unsatisfactory performance?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
11. Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
12. During the past five years, have you been involved in any bond forfeiture, litigation or claims that exceed 10% of the project value?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.

**Experience:**

1. Contractors shall have a minimum of five (5) years’ experience in engineering, programming and installation of HVAC control systems and should be currently licensed, bonded and insured in the area where the work is to be performed. Bonding capacity and insurance must be in accordance with the RFP requirements.
2. Describe your company’s history including how long you’ve been in business and any memberships of professional association your company may belong to pertaining to its field. Include company organizational chart.
3. Contractor must describe their firm’s qualifications and experience to perform this type of service. Information about experience should include direct experience with the specific subject matter, noting state or local government and school/college experience. Include information and examples which demonstrate successful and reliable past performance.

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 2.0 – CONTRACTOR’S QUALIFICATIONS AND RELEVANT EXPERIENCE (continued)**

4. Provide a brief, descriptive statement detailing evidence of the contractor’s capability to deliver the services sought under this contract (i.e. response times, etc.)
5. Describe company’s experience with multi-building, multi-phase projects with wide area network integration.
6. In addition to the references provided in Section 4.0 of the submittal documents, provide specifics of experience and references as pertaining to this contract (i.e. testing, design, specification, and/or installation of commercial/educational buildings mechanical and control systems and other systems being controlled).
7. Supply a listing of all projects that have occurred within the past two years. The project listing must include the name of project, description, key personnel used on the project, the original and final contract amounts for the project, the original and actual time of completion and project duration, and the percentage of overall project cost that was self-performed.

**Management Information:**

1. Discuss the expertise and qualifications of your staff (and how it is maintained).
2. Enclose the resume of all key personnel (including subcontractors) you plan on dedicating to this contract. Describe qualifications, skills, and relevant experience of the key personnel. Provide supporting documentation for the lead technician. and anyone assigned to this contract to show that they are Niagara AX certified with a minimum of five (5) years’ experience. **The personnel cannot change or be substituted during the term of the contract unless approved in advance by the College. Key personnel must be able to communicate verbally with the AACC project manager.**
3. Briefly describe your safety program (no more than two pages and attach any supporting documentation).
4. Briefly describe your company’s quality assurance program and its approach to schedule and cost control (use no more than two pages and attach any supporting documentation). Provide specific examples of previous projects where project schedule control may have been challenging during the project and the steps that were taken to resolve issues. Provide a resume of your proposed quality assurance agent.
5. Describe the problem resolution process for correcting issues which may result from this contract. If AACC has an issue with the results of the work, your employees’ conduct on the job, or the performance of your sub-contractor, what steps your company would take to resolve the issue?
6. Describe how your employees will be easily recognized as a contract worker on the AACC premises (uniforms, badges, t-shirts, etc.)
7. Describe your hiring process including recruiting, screening, and training.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 3.0 – PROJECT APPROACH AND UNDERSTANDING – HUMANITIES BUILDING  
TASK ORDER #AACC-01-2022**

The purpose of this Section is for the contractor to demonstrate their understanding of this Open-End Contract and how they would approach a project (in this case the Humanities Building Task Order #AACC-01-2022) in accordance with this Open End Contract. This section gives the contractor an opportunity to illustrate how their qualifications, philosophy, approach, organizational culture, working style and communications style fit with the College's.

- 1 Project Team: Supply an organizational chart of the project team including resumes (no more than two (2) pages for each) for all key personnel proposed for this task order. Such personnel should include, but are not limited to, the Project Executive, Project Manager, Field Superintendent(s), Engineers, and other key personnel who may be required. Include for each individual their experience with your company (preferably on one or more of the projects listed in Section 2.0 under Experience, item #7, page 31), as well as other prior experience (noting the role played by the person), and describe their role assigned to this project.

**This personnel cannot change or be substituted during the course of this task order unless approved in advance by the College. Key personnel must be able to communicate verbally with the AACC project manager.**

2. Submit a work plan to accomplish the scope of work defined in this RFP for the Humanities Building. The work plan should include time estimates (in hours) for each significant segment of the project and the staff level to be assigned. Where possible, individual staff member should be named and their titles provided. The planned used of specialists (if any) should be described.
3. Submit a schedule for all phases of the Humanities Building project including critical milestones to accomplish the scope of work defined in this RFP. Schedule will include:
  - Submittal of Drawings and Vendor Cut Sheet
  - Start Construction
  - Substantial Completion
  - Final Completion
4. Indicate the extent to which Anne Arundel Community College personnel would be expected to contribute to the project work effort.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 4.0 – REFERENCES**

CONTRACTOR NAME \_\_\_\_\_

Please provide at least three (3) clients, preferably in the local area, for whom a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Anne Arundel Community College should not be one of these references.

**Also provide the following information as a soft copy in an Excel or csv (comma separated values) file.**

1. Client: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Client: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Client: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**



**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 5.0 – LIST OF SUBCONTRACTORS**

PRIMARY CONTRACTOR NAME \_\_\_\_\_

If subcontractors will not be used check this box:

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Services to be provided: \_\_\_\_\_

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 6.0 – VALUE ADDED**

Briefly share what makes your company unique among other contractors regularly engaged in this type of work. What differentiates your firm from your competitors?

Describe any additional value added services that were not previously mentioned in your response for Section 2.0 of the submittals documents.

**END OF SECTION**

## **APPENDIX G – VOLUME TWO SUBMITTAL DOCUMENTS**

Section 7.0	Contractor's Open End Contract Pricing
Section 8.0	Contractor's Quote for Humanities Building – Task Order #AACC-01-2022
Section 9.0	Acknowledgement of Addenda
Section 10.0	Conflict of Interest Statement
Section 11.0	Participation in Procurement Statement
Section 12.0	Bid/Proposal Affidavit
Section 13.0	Performance and Payment Bond – Humanities Building Task Order
Section 14.0	Bid/Proposal Security – Humanities Building Task Order
Section 15.0	Minimum Warranty/Guarantee Requirements Acknowledgment
Section 16.0	Site Safety Requirements Acknowledgment
Section 17.0	Proof of Insurance
Section 18.0	Minority Participation

**ANNE ARUNDEL COMMUNITY COLLEGE  
PROJECT C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES  
SECTION 7.0 – CONTRACTOR’S OPEN-END CONTRACT PRICING**

To Whom It May Concern:

I/We \_\_\_\_\_ of \_\_\_\_\_

The undersigned, examined the RFP prepared by Anne Arundel Community College, do hereby offer a proposal to establish an Open End Contract for Building Controls/Automation Services, in accordance with the RFP for Project C2022-02-P, including addenda issued prior to date of receipt of proposals which is/are acknowledged via signature below, for the following proposed prices:

The pricing offered 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 contractor’s omission.

All proposals for goods and services shall be exclusive of taxes, where applicable. A copy of the college’s tax exemption certificate can be provided upon request. Contractors are not permitted to utilize the college’s tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

The proposed open-end contract rates will be used to develop price quotes for future task orders and represent the maximum rate that can be charged for the applicable service.

Please complete pages 38-40.

**ANNE ARUNDEL COMMUNITY COLLEGE  
PROJECT C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 7.0 – CONTRACTOR’S OPEN-END CONTRACT PRICING (continued)**

CONTRACTOR NAME \_\_\_\_\_

**7.1 OPEN-END CONTRACT PRICING FOR LOADED HOURLY RATES**

Loaded hourly rates must be fully loaded to include all administrative and materials required to perform the individual service, including travel surcharges. No allowance will be made at a later date for additional charges due to the contractor’s omission. Said rates shall remain in effect for the base contract term (1/1/22 – 12/31/23) and may be renegotiated on an annual basis for option years one through three.

The proposing contractor must enter only one rate per cost cell; the proposer must NOT enter more than one rate or a range of rates in a single cost cell. The proposal must NOT add any other information to the price proposal.

The proposer may enter zero (0) in a required proposed cost cell; however, the proposer should not leave any proposed cost cell blank. For evaluation and contractual purposes, the College shall interpret a blank proposed cost cell as zero (0).

Item	Key Personnel	Subcontractor Y/N (if Yes, specify name of subcontractor)	Hourly Rate
1.	Project Manager		\$ /hr
2.	Lead Technician		\$ /hr
3.	Technician		\$ /hr
4.	Programmer		\$ /hr
5.	Electrical Installer		\$ /hr
6.	Graphical Display Programmer		\$ /hr
7.	Other (Specify):		\$ /hr
8.	Other (Specify):		\$ /hr

**ANNE ARUNDEL COMMUNITY COLLEGE  
PROJECT C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 7.0 – CONTRACTOR’S OPEN-END CONTRACT PRICING (continued)**

CONTRACTOR NAME \_\_\_\_\_

**7.2 OPEN-END CONTRACT SUBCONTRACTOR SERVICES PERCENTAGE MARKUP**

The percentage markup for subcontractor services incidental to a project/service will not exceed \_\_\_\_\_%. The percentage markup for subcontractor services is to remain fixed for the life of the contract (1/1/22 – 12/31/26).

AACC reserves the right to request a copy of your subcontractor’s invoice/quote for any task order solicited by the college.

**7.3 OPEN-END CONTRACT CONTROL COMPONENT/SUPPLIES/EQUIPMENT MARKUP**

The percentage markup for control components, supplies, and/or equipment incidental to a project/service will not exceed \_\_\_\_\_%. The percentage markup for subcontractor services is to remain fixed for the life of the contract (1/1/22 – 12/31/26).

AACC reserves the right to request a copy of your supplier’s invoice/quote for any task order solicited by the college.

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 7.0 – CONTRACTOR’S OPEN-END CONTRACT PRICING (continued)**

**CONTRACT:**

By submitting a response to this RFP, the undersigned acknowledges 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 contractor. 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.

**SUBMITTAL OF PROPOSALS:**

By submitting a response to this RFP, the undersigned also hereby agrees that from its review of the RFP and the attachments, the contractor fully understands the intent and purpose of the documents and conditions of submitting a proposal. Claims for additional compensation and/or extensions of time because of the contractor’s failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

**ACCEPTANCE OF PROPOSALS:**

The undersigned agrees that this proposal may be held by the college for a period not to exceed 180 days from the date stated for opening of proposals. If written notice of acceptance of this proposal is mailed, or delivered to the undersigned within the time noted above, after the date of the opening of proposals, or at any time hereafter before this proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the college in accordance with the proposal as accepted. It is understood and agreed that the college reserves the right to award the contract in its best interests, to reject any and all proposals, to waive any informalities in the proposals, and to hold all proposals for the period above noted.

**TIME FOR COMPLETION OF WORK:**

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

**DECLARATION OF INTEREST:**

We/I the undersigned contractor, declare that the only person, contractor, or corporation, or persons, contractors or corporations, that has or have any interest in the proposal or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, contractor or corporation submitting a proposal for this same project and is, in all respects, fair and without collusion or fraud.

**SIGNATURE OF CONTRACTOR:**

\_\_\_\_\_ By \_\_\_\_\_  
Company Name Signature of Company Representative

\_\_\_\_\_ \_\_\_\_\_  
Business Address Title of Company Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 8.0 – CONTRACTOR’S QUOTE FOR HUMANITIES BUILDING  
TASK ORDER #AACC-01-2022**

CONTRACTOR NAME \_\_\_\_\_

**8.1 TASK ORDER PRICING**

Base on your response to Section 3.0 Project Approach and per your response to Section 7.0 Contractor's Open-End Contract Pricing, please provide pricing for Task Order #AACC-01-2022 including the itemization of those costs. (Pricing will not exceed the maximum rate as provided in your response to Section 7.0 Contractor's Open-End Contract Pricing). This task order will also be used for the purpose of evaluation and award of the open-end contract.

**A. TASK ORDER PRICE**

Complete the task order price summaries B, C and D for each item listed below:

Item	Description	Total Cost
1.	Total Labor Cost (B)	\$
2.	Total Subcontractor Cost (C)	\$
3.	Total Supplies/Equipment Cost (D)	\$
<b>TOTAL TASK ORDER COST:</b>		\$

**B. LABOR**

Hourly rate cannot exceed Open-End Contract rate listed under item 7.1. page 38.

Item	Job Title (Use additional sheets if necessary)	Per Hour Rate	Number of hours	Total Cost
1.		\$ /hr		\$
2.		\$ /hr		\$
3.		\$ /hr		\$
4.		\$ /hr		\$
5.		\$ /hr		\$
6.		\$ /hr		\$
7.		\$ /hr		\$
<b>TOTAL COST FROM ADDITIONAL SHEETS:</b>				\$
<b>TOTAL LABOR COST (B):</b>				\$



**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 8.0 – CONTRACTOR’S QUOTE FOR HUMANITIES BUILDING (continued)  
TASK ORDER #AACC-01-2022**

CONTRACTOR NAME \_\_\_\_\_

**C. SUBCONTRACTORS**

% Markup cannot exceed Open-End Contract rate listed under 7.2, page 39.

Item	Subcontractor	Activity	Bid Price	Contractor's % Markup	Total Cost
1.			\$	%	\$
2.			\$	%	\$
3.			\$	%	\$
4.			\$	%	\$
5.			\$	%	\$
6.			\$	%	\$
7.			\$	%	\$
<b>TOTAL SUCONTRACTOR COST (C):</b>					\$

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 8.0 – CONTRACTOR’S QUOTE FOR HUMANITIES BUILDING (continued)  
TASK ORDER #AACC-01-2022**

CONTRACTOR NAME \_\_\_\_\_

**D. CONTROL COMPONENT/ SUPPLIES / EQUIPMENT**

% Markup cannot exceed Open-End Contract rate listed under 7.3, page 39.

Item	Supply / Equipment (Use additional sheets if necessary)	Notes	Contractor's Cost From Supplier (cost must match supplier's invoice)	Contractor's % Markup	AACC's Cost
1.			\$	%	\$
2.			\$	%	\$
3.			\$	%	\$
4.			\$	%	\$
5.			\$	%	\$
6.			\$	%	\$
7.			\$	%	\$
8.			\$	%	\$
9.			\$	%	\$
10.			\$	%	\$
11.			\$	%	\$
12.			\$	%	\$
<b>TOTAL COST FROM ADDITIONAL SHEETS:</b>					\$
<b>TOTAL SUPPLIES / EQUIPMENT COST (D):</b>					\$

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 8.0 – CONTRACTOR’S QUOTE FOR HUMANITIES BUILDING (continued)**

**TASK ORDER #AACC-01-2022**

**CONTRACT:**

By submitting a response to this RFP, the undersigned acknowledges 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 contractor. 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.

**SUBMITTAL OF PROPOSALS:**

By submitting a response to this RFP, the undersigned also hereby agrees that from its review of the RFP and the attachments, the contractor fully understands the intent and purpose of the documents and conditions of submitting a proposal. Claims for additional compensation and/or extensions of time because of the contractor’s failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

**ACCEPTANCE OF PROPOSALS:**

The undersigned agrees that this proposal may be held by the college for a period not to exceed 180 days from the date stated for opening of proposals. If written notice of acceptance of this proposal is mailed, or delivered to the undersigned within the time noted above, after the date of the opening of proposals, or at any time hereafter before this proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the college in accordance with the proposal as accepted. It is understood and agreed that the college reserves the right to award the contract in its best interests, to reject any and all proposals, to waive any informalities in the proposals, and to hold all proposals for the period above noted.

**TIME FOR COMPLETION OF WORK:**

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

**DECLARATION OF INTEREST:**

We/I the undersigned contractor, declare that the only person, contractor, or corporation, or persons, contractors or corporations, that has or have any interest in the proposal or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, contractor or corporation submitting a proposal for this same project and is, in all respects, fair and without collusion or fraud.

**SIGNATURE OF CONTRACTOR:**

\_\_\_\_\_ By \_\_\_\_\_  
Company Name Signature of Company Representative

\_\_\_\_\_ Title of Company Representative  
Business Address

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 9.0 – ACKNOWLEDGEMENT OF ADDENDA**

We, \_\_\_\_\_ acknowledge receipt of the following Addenda:  
(Proposing Contractor's Name)

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

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

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

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

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name of Authorized Company Representative

\_\_\_\_\_  
Title of Authorized Company Representative

\_\_\_\_\_  
Date

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 10.0 – CONFLICT OF INTEREST STATEMENT**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the college, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail – attach additional sheets if necessary):  


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- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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.

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

Authorized Signature: \_\_\_\_\_

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

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 11.0 – PARTICIPATION IN PROCUREMENT STATEMENT**

CONTRACTOR NAME \_\_\_\_\_

In compliance with the Maryland State Finance and Procurement Code Ann. 13-212.1, an individual who assists an executive unit (the College) in the drafting of specifications, an invitation for bids or a request for proposals, or a person that employs the individual during the period of assistance, may not 1) submit a bid or proposal for that procurement; or 2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name of Authorized Company Representative

\_\_\_\_\_  
Title of Authorized Company Representative

\_\_\_\_\_  
Date

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR BIDS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 12.0 – 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 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 provision 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 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;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section §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 subsection (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;
- (8) Admitted in writing or under oath, during the course of an official investigation of other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) 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 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 accompany bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

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

(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 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 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 has filed all of its annual reports, together with filing fees, with 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: \_\_\_\_\_

(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, 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 or 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) the 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)

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 13.0 – PERFORMANCE AND PAYMENT BOND**

With this proposal, provide a letter from a surety company licensed to issue bonds in the State of Maryland or that has an agent licensed to do business in the State of Maryland indicating the contractor's capability to provide adequate performance and payment bonds for this project.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 14.0 – BID SECURITY**

**BID BOND**

Bid No. \_\_\_\_\_

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we,

\_\_\_\_\_  
as Principal, hereinafter called the Principal, and

\_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto Anne Arundel Community College, hereinafter called the “College,” in the sum of \_\_\_\_\_dollars (\$), for the payment of which sum, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for:

\_\_\_\_\_  
**NOW, THEREFORE**, if the Principal, upon acceptance by the College of its bid identified above, within the period specified herein for acceptance one hundred and eighty (180) days shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified ...13 days...after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the College the difference not to exceed the penalty hereof between the amount specified in Principal’s bid and such larger amount for which the College may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the College, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 14.0 – BID SECURITY (continued)**

**BID BOND**

In Presence of:  
Witness

Individual Principal

\_\_\_\_\_ as to

\_\_\_\_\_  
(Name) \_\_\_\_\_(SEAL)

In Presence of:  
Witness

Partnership Principal

\_\_\_\_\_ as to

\_\_\_\_\_  
(Name) \_\_\_\_\_(SEAL)

\_\_\_\_\_ as to

Partner \_\_\_\_\_(SEAL)

\_\_\_\_\_ as to

Partner \_\_\_\_\_(SEAL)

Partner

Attest:

Corporate Principal

Secretary

\_\_\_\_\_  
(Name of Corporation) AFFIX  
By: \_\_\_\_\_  
President SEAL

Attest:

\_\_\_\_\_  
(Surety) AFFIX  
By: \_\_\_\_\_  
Attorney-in-fact SEAL

Bonding Agent's Name \_\_\_\_\_

Agent's Address \_\_\_\_\_

Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 15.0 – MINIMUM WARRANTY / GUARANTEE REQUIREMENTS ACKNOWLEDGMENT**

The building automation contractor shall warrant all products and labor per work order for a period of two years after the Functional Performance Testing (FPT) has been successfully completed as indicated in writing by the Commissioning Agent. Any computer workstation or laptop and tablet hardware provided shall have a warranty period of one year after delivery and installation at the project location as acknowledged in writing by the Commissioning Authority. A letter of warranty stating the conditions of the warranty and the start and end dates shall be provided to the AACC Project Manager on completion of each work order.

Guarantees supplied by the successful Contractor shall include a statement on protection provided to the College from personal injury, loss, clean-up, fines and damage claims resulting from any of the work performed under the final contract. Contractor shall in all respects provide the College with any and all statutory warranties and/or guarantees that are required under Federal, State and local laws as well as any additional warranties and/or guarantees which may be available.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name of Authorized Company Representative

\_\_\_\_\_  
Title of Authorized Company Representative

\_\_\_\_\_  
Date

**END OF SECTION**



**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 16.0 – SITE SAFETY REQUIREMENTS ACKNOWLEDGMENT**

Anne Arundel Community College is committed to ensuring the safety and health of all employees, students and others that may be affected by the issues arising from the engagement of Contractors. The college enforces OSHA and MOSH requirements in addition to:

- Contractors are fully responsible and shall be held accountable for the safety of all personnel within their project site.
- CDC COVID-19 Guidelines shall be followed on site. COVID-19 restrictions are winding down and Contractor's can follow the College's progress through this link: [Riverhawks Reunite - Anne Arundel Community College \(aacc.edu\)](https://www.aacc.edu/riverhawks-reunite)
- All personnel are to wear long pants, shirts with sleeves and shoes with sturdy leather uppers. Sneakers, boat shoes, sleeveless shirts, short pants, etc. are not permitted in work areas.
- Compliance with all Lockout/Tagout procedures is required.
- Aluminum ladders are not permitted on AACC sites – only wood or fiberglass ladders.
- Hand digging is required within 24 inches of **all** buried utilities.
- Extension cords must have an integral GFI and be in proper working conditions without cuts or abrasions.
- Appropriate protective clothing and equipment must be utilized. This includes but is not limited to hard hats, eye protection, hearing protection, harnesses, railings, fire extinguishers, air monitors, shoring and scaffolding.
- MSDS sheets are to be provided at least one business day prior to bringing a chemical solvent, detergent, lubricant, etc. onto college property. They may be faxed to 410-777-4847 or emailed to [sukroh@aacc.edu](mailto:sukroh@aacc.edu).

Any project involving the additions, alteration or maintenance of College buildings, grounds or services infrastructure shall be authorized and project managed by the Facilities Management.

Individuals violating the college's safety requirements will be removed. Multiple infractions may lead to the dismissal of the offending subcontractor or general contractor.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name of Authorized Company Representative

\_\_\_\_\_  
Title of Authorized Company Representative

\_\_\_\_\_  
Date

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS PROJECT NO. C2022-02-P  
ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 17.0 – INSURANCE**

Contractors must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under Part Three – General Conditions of Contract, paragraph 3.18 Insurance, pages 17 & 18. Additionally, the proof(s) of insurance shall verify that the primary Contractor holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

**END OF SECTION**

**ANNE ARUNDEL COMMUNITY COLLEGE  
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ON-CALL BUILDING CONTROLS / AUTOMATION SERVICES**

**SECTION 18.0 –MINORITY PARTICIPATION**

CONTRACTOR NAME \_\_\_\_\_

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and contractors 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. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade contractors. The College does not have a MBE certification program, but accepts MBE certification from all government certification programs.

Non-minority contractors are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the contractor’s outreach efforts to minority business enterprises in order to encourage their participation.

Scoring for minority participation will be as follows:

- 5% will be awarded if contractor is a minority contractor
- 3% will be awarded if contractor will utilize a minority sub-contractor for this project
- 1% will be awarded if contractor has utilized a minority sub-contractor on similar projects and/or have participated in a Minority Outreach Program within the last twelve (12) months

**\*Contractors must provide written documentation and proof in order to receive any MBE percentages listed above**

Contractors shall complete the following:

I hereby represent that our/my company IS \_\_\_\_\_  
IS NOT \_\_\_\_\_

a minority business contractor as indicated below (check all that apply):

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

Minority Business Enterprise Certification # \_\_\_\_\_

Certifying Agency \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name of Authorized Company Representative

\_\_\_\_\_  
Title of Authorized Company Representative

\_\_\_\_\_  
Date

**END OF SECTION**