



**Request for Proposals For:**

# **Auditing Services**

**for**

**WOR-WIC COMMUNITY COLLEGE  
and  
WOR-WIC COMMUNITY COLLEGE  
FOUNDATION, INC.**

32000 Campus Drive  
Salisbury, MD 21804

All Proposal responses must be received prior to **2:00pm** local time on **November 12, 2021**.

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

Allison Canada, CPPO, C.P.M.  
Director of Purchasing and Auxiliary Services

**NOTICE:** Prospective Offerors who have received this document from a source other than the director of purchasing and auxiliary services should immediately go to the Wor-Wic Community College purchasing website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective Offeror who fails to monitor the Wor-Wic Community College website assumes complete responsibility in the event that they do not receive communications from the director of purchasing and auxiliary services prior to the closing date.

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TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR  
SELECTION, CONTRACT AWARD AND INITIATION

The schedule for the proposal process is shown in the table below. Dates currently established for selection of contractor, contract award and contract initiation dates are included.

NOTE: OFFERING FIRMS ARE HEREBY ADVISED THAT THESE DATES ARE SUBJECT TO CHANGE AS COLLEGE OFFICIALS DEEM APPROPRIATE AND NECESSARY FOR PROPER FULFILLMENT OF THE INTENTIONS OF THE PROPOSAL PROCESS.

|               |  |
|---------------|--|
| Oct 18, 2021  | Notice to Bidders published on eMaryland Marketplace Advantage and the College's website.  |
| Oct 29, 2021  | Deadline to submit questions to <a href="mailto:acanada@worwic.edu">acanada@worwic.edu</a> |
| Nov 5, 2021   | The College will issue an Addendum answering all questions.                                |
| Nov 12, 2021  | Deadline to submit proposals, prior to 2:00pm.   |
| Nov 22, 2021  | Short-listed firms will be invited for oral presentations.                                 |
| Dec 2-6, 2021 | Oral presentations, dates and times to be determined.                                      |
| Dec 15, 2021  | Price proposals due, upon request.   |
| Jan 21, 2022  | Contract award.  |

## Section 1: General Information

- A. Wor-Wic Community College and the Wor-Wic Community College Foundation, Inc. are requesting proposals for services of a certified public accounting firm having experience in higher education/non-profit auditing to audit its records and financial statements for the fiscal years ending June 30, 2022, 2023, and 2024. The contract period will be for three (3) years, with the sole option of the College and Foundation to extend for an additional three (3) year period based upon satisfactory performance.
- B. This solicitation implies no obligation on the part of the College and Foundation. The College and Foundation reserve the right to accept or reject any and all proposals in whole or in part, or to waive any technicality it deems in the best interests of the College and Foundation.
- C. The sole point of contact for this solicitation is: Allison Canada, Director of Purchasing and Auxiliary Services. Phone: 410-334-2918, email: [acanada@worwic.edu](mailto:acanada@worwic.edu) Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty, or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information unless specifically noted herein. Firms failing to comply with this requirement will be disqualified.
- D. Copies of this RFP and related addenda can be obtained from eMaryland Marketplace Advantage (eMMA) and the college's website. In order to download the RFP and Addenda, all interested firms must register as a vendor with eMMA at <https://emma.maryland.gov>. Firms assume the responsibility of downloading these documents and all addenda from this website prior to submission of their response. Wor-Wic 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 College's control. Firms are encouraged to check eMMA and the college's website on a regular basis for updates on this RFP. Addenda and additional information oftentimes get posted within 48 hours prior to the submission date.
- E. This Request for Proposals and any resulting contract shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland. Any contract negotiated as a result of this RFP will be governed by the laws of the State of Maryland. The successful firm shall at all times observe and comply with Federal, State of Maryland and local laws, ordinances, orders, codes and regulations and the articles and provisions of the Building Code(s) existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the firm's ability to perform contractual requirements.
- F. Confidential/Proprietary Information
- a. Firms should give specific attention and identify those portions of their response which they consider to be confidential, proprietary information or trade secrets. Firms must clearly indicate each and every section that is confidential, proprietary or a trade secret. It is not sufficient to preface your entire response with a

- confidential/proprietary statement.
- b. Wor-Wic Community College will not publicly disclose confidential/proprietary information obtained as a result of this RFP. To the full extent that it is protected by law and regulations, information identified by a respondent as confidential or proprietary may be kept confidential.
  - c. 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 the agreement, or whenever requested by the College, the contractor shall immediately deliver to the College all such files, records, documents, specifications, information, or 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 the 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.
  - d. All firms that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's Red Flags and Identify Theft policies and procedures. In the event that the firm becomes aware of a red flag or data incident, the firm 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 to the Chair with the contact information of the firm and assist the Chair as necessary in incident reporting and resolution. All firms 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.
- G. Non-Performance of Work: Determinations of non-performance of the work will be made jointly by the College and the firm's representatives. 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 RFP and Scope of Work.
  - b. The work was not performed within the allotted time frame.
  - c. The work as required by the RFP and Scope of Work was not entirely completed.

The above is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the firm's termination from the contract.

- H. In the event the performance of work or services from this Request Proposal are delayed by causes beyond the control of and without the fault or negligence of the awarded firm, the College and Foundation shall have the option to:
- a. Terminate the Contract, or
  - b. Allow the President of the College or his designee to extend the time of the performance.
  - c. No financial compensation will be awarded for the time extension.
  - d. Upon termination of the contract for default, the College and Foundation may pay the Contractor for satisfactory performance of the services and/or delivery of the goods, less the amount of damages caused by the default, all as determined by the College and Foundation in their sole discretion. If the damages exceed compensation, then the College and Foundation may pursue any and all remedies available under this section as well as any remedies at law or in equity.
- I. Any changes made to this Request for Proposal as a result of time delay shall be in writing. In the event that the time for performance on this Contract is extended beyond the term provided for, all the other terms and conditions shall remain in full force and effect.
- J. The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's RFP, the firm'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 firm. The Proposal, addenda and submittals required as a part of the Proposal evaluation process, will become an integral part of the final contract. Should there be any conflict between these specifications and the final contract document, the specifications contained herein shall take precedence.
- K. Payment Schedules
- a. Payment will be made upon receipt and acceptance of all completed audit reports by the College and Foundation or as agreed upon by the College and Foundation, and audit firm.
  - b. Invoices are paid Net 30.
  - c. The College and Foundation are exempt from Maryland State Sales and Use Taxes. This tax exemption does not extend to the successful firm. Each firm must determine its own tax status.
- L. By submitting a response to this solicitation, the firm shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or the United States of America, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.
- M. Notice to Proceed: After the contract has been executed and all required documents received, the College will issue to the firm a "Notice to Proceed". The specified contract time shall begin on the date of the "Notice to Proceed". The Notice to Proceed may be in the form of a College purchase order. The successful firm is expected to immediately begin

the representation of Wor-Wic Community College for the services expressed in this RFP. Pending approval of the contract by the College's Board of Trustees and the Foundation's Board, it is expected that the Notice to Proceed will be issued by January 21, 2022.

## **Section 2: Scope of Work**

- A. Wor-Wic Community College and the Wor-Wic Community College Foundation, Inc. are requesting proposals for services of a certified public accounting firm having experience in higher education/non-profit auditing to audit its records and financial statements for the fiscal years ending June 30, 2022, 2023, and 2024. The contract period will be for three (3) years, with the sole option of the College and Foundation to extend for an additional three (3) year period based upon satisfactory performance.
- B. The awarded firm (contractor) shall be an independent contractor and not an employee of the College nor Foundation and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services/provide the products as outlined herein. The Contractor's services/products will be provided in a manner that is satisfactory to the College and Foundation in their sole discretion.
- C. This contract shall be for a period of three (3) years commencing with the fiscal year 2022 audit, with the sole option of the College and Foundation to extend for an additional three (3) year period subject to satisfactory performance. At the end of six (6) total contract years, the College and Foundation must issue a new Request for Proposals. Per College policy, if the incumbent Contractor is awarded the contract again, then the reviewing partner and lead auditor must rotate after six (6) consecutive years. In the event that the College and/or Foundation elect to terminate prior to any of the subsequent years, based on performance, it shall do so with a minimum sixty (60) days advance notice.  
  
It is the intent of the College and Foundation to establish a single contract to one auditing firm in accordance with the schedule in the requirements below. The College and Foundation reserve the right to award separate contracts to separate auditing firms if it is in the best interest of the College and Foundation. Time is of the essence in the performance of this contract. Late reporting is not an acceptable performance.
- D. The offeror must have a minimum of ten (10) years of experience in providing the service required through this RFP. The offeror must supply, as part of the proposal, a listing of five (5) client references, from higher education institutions, community colleges preferred, that fall under GASB, of similar nature and scope within the past three (3) years. References must correspond to engagements where the core project team (Manager, Partner) that will be assigned to the College and Foundation provided the services to the firm listed on the reference form. References shall be indicated on the References Form provided herein.
- E. The following identifies the financial reports that are required to be audited:
  - a. Annual Basic Financial Statements to the Board of Trustees of Wor-Wic Community College. The audit must be conducted in accordance with auditing

- standards generally accepted in the United States of America. Include Statement of Fiduciary Net Assets and Federal Audit Clearinghouse Data Collection Form.
- b. A Single Audit of Wor-Wic Community College as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).
  - c. Annual Financial Report (CC-4) to the Maryland Higher Education Commission. This report to the Maryland Higher Education Commission must be prepared in accordance with all pertinent state regulations.
  - d. Annual Financial Statements of the Wor-Wic Community College Foundation, Inc.
  - e. Wor-Wic Community College Foundation Inc. Form 990 and Maryland Personal Property Tax Return.

#### F. Basis of Presentation

- a. The College has adopted Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements – Management’s Discussion and Analysis – for State and Local Governments*, Statement No. 35, *Basic Financial Statements – Management’s Discussion and Analysis – for Public Colleges and Universities*, and Statement No. 38, *Certain Financial Statement Note Disclosures* effective July 1, 2002.
- b. The College has adopted GASB Board Statement No. 39, *Determining Whether Certain Organizations Are Component Units* effective June 30, 2004.
- c. The College has adopted GASB Board Statement No. 68, *Accounting and Financial Reporting for Pensions* effective 2015.
- d. The College has adopted GASB Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions* effective 2018.
- e. Under these standards, the College follows the reporting requirements for special purpose governments involved in business-type activities, which provides an entity wide perspective in the financial statement presentation. These standards require capitalization of assets, recording of depreciation, presentation of management’s discussion and analysis, as required supplementary information and presentation of a statement of net position, statement of revenues, expenses and changes in net position and statement of cash flows.
- f. In addition to Generally Accepted Auditing Standards, the audit is to be conducted in conformity with the audit requirements set forth by the Maryland Higher Education Commission, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), Section 16-315 of the Education Article of the Annotated Code of Maryland, Title 13B, Maryland Higher Education Commission, of the Code of Maryland Regulations, as well as any other federal, state, or local law or regulations that may apply.



G. All costs to prepare, reproduce, deliver, and/or mail audit reports shall be borne and paid by the auditor. Following are estimates of the number of copies of each audit required by the College and Foundation. However, by necessity, additional copies may be required by recipients specified here or other parties. Costs to provide additional copies will be borne and paid by the auditor.

| Reports  | No. of Copies |
|--|---------------|
| 1. Annual Basic Financial Statements of the College.....   | 20            |
| 2. Single Audit as required by Title 2 U.S. CFR Part 200 .....<br>(Uniform Administrative Requirements, Cost Principles,<br>and Audit Requirements for Federal Awards) | 20            |
| 3. Annual Financial Report to the Maryland.....<br>Higher Education Commission (CC-4)  | 1             |
| 4. Annual Financial Statements for the Foundation.....   | 25            |
| 5. Form 990 and Maryland Personal Property Tax Return.....   | 2             |

Additionally, the auditing firm shall provide to the College Adobe PDF files for the Basic Financial Statements, the Single Audit, the MHEC CC-4 and the Foundation Statements.

H. All Confirmation work will be completed by the auditor and all associated costs will be borne and paid for by the auditor. This includes the work and costs to prepare and mail confirmations.

I. Schedule, Reports and Due Dates

|   |               |
|---|---------------|
| Preliminary Field Audit Work, including Uniform Guidance  | June 6-17     |
| Final Audit Work  | August 8 - 19 |
| First Draft to Auditors   | September 9   |
| Final Bound Copies of Annual Basic Financial Statements   | September 23  |
| Final Bound Copies of Single Audits<br>as required by Title 2 U.S. Code of Federal<br>Regulations (CFR) Part 200, <i>Uniform Administrative Requirements,<br/>Cost Principles, and Audit Requirements for Federal Awards</i> (Uniform Guidance) | September 23  |
| Final Bound Copies of Annual Financial Report to the<br>Maryland Higher Education Commission (CC-4)   | September 23  |
| Final Bound Copies of Management Letters  | September 23  |
| Final Bound Copies of Annual Financial Statements<br>and Management Letters for<br>Foundation Financial Statements, Form 990 and<br>Maryland Personal Property Tax Return   | September 23  |
| Presentation to the Foundation Board of Directors   | October 10    |
| Presentation to the College Board of Trustees   | October 13    |

The dates above are reflective of the FY 2022 audit and are subject to change in subsequent years based upon the date in which the Wor-Wic Community College Board of Trustees and the Wor-Wic Community College Foundation Board of Directors are scheduled to meet in October each year. The Presentation meetings are separate and not always on the same date.

- J. Pre-audit and post-audit conferences with the auditors will be arranged to discuss areas of mutual concern.
- K. Original working papers shall remain the property of the auditor and shall be retained by the auditor for a six-year (6) period. However, the College or its appointed representatives shall have the right to review and/or duplicate the working papers upon request to the auditor.
- L. All records, documentation, correspondence, etc., which may have an affect on the financial statements being examined will be made available.
- M. A preliminary copy of the audit reports shall be reviewed with appropriate College and Foundation staff before final reports are prepared.
- N. Auditors are required to make formal presentations of the audited report and the management letter to the Board of Trustees of Wor-Wic Community College and the Wor-Wic Community College Foundation at their scheduled October meetings.
- O. Work can be performed remotely or on the College’s premises. If on premise, a work area with adequate space will be provided. If remote, then it is the responsibility of the audit firm to allow the secure transfer of information and to arrange pick up from the College of certain hard copies of documents and college-owned equipment to be used in the performance of the audit.
- P. Use of or access to the College’s equipment which may be necessary in the performance of the audit will be made available if requested in sufficient time to permit scheduling.
- Q. The awarded contractor (audit firm) agrees to accept the College and Foundation’s June 30, 2021 fiscal balances as stated in the audit report of PKS & Company, P.A. Fiscal year 2021 financial statements for Wor-Wic Community College and the Wor-Wic Community College Foundation can be made available upon request in writing to [acanada@worwic.edu](mailto:acanada@worwic.edu)
- R. Summary of Transactions  
For information purposes a summary of the number of transactions that occurred in FY 2021 is provided below:

| <u>Wor-Wic Community College</u> |        |
|----------------------------------|--------|
| • Accounts Payable Transactions  | 12,558 |
| • Accounts Payable Checks        | 8,569  |
| • Receivable Transactions        | 54,095 |
| • Receipt Transactions           | 5,883  |
| • Financial Aid Transactions     | 9,672  |

- Journal Transactions 986
- Number of Purchase Orders Generated 3,401
- Number of Checking Accounts 2
- Number of General Ledger Accounts 4,949
- Payroll Transactions 16,240
- Number of Full-Time Employees 241
- Number of Part-Time Employees 385
- Number of Workstudy Employees 3

Wor-Wic Community College Foundation

- Accounts Payable Checks 10
- Receipt Transactions 908
- Journal Transactions 345
- Number of Purchase Orders Generated N/A
- Number of Checking/Savings Accounts 3
- Number of General Ledger Accounts 1,079
- Number of Investment/Endowment Accts 47

S. Subcontracting or assignment of audit work is prohibited unless explicit written approval is given to the auditor by the Board of Trustees of Wor-Wic Community College and/or the Board of Directors of the Wor-Wic Community College Foundation.

T. Red Flags and Identify Theft Prevention

- a. The College has developed and implemented Red Flags and Identity Theft Prevention Program Procedures. The program is developed to comply with the FTC’s Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003. The procedures are expected to protect business, financial, medical, and personal confidential and sensitive information (CSI) of the business and its students and employees.
- b. The College’s procedures indicate that there is a level of responsibility given to our service providers. The level of responsibility depends on the scope of services being provided by the Contractor, and whether the Contractor has direct or indirect access to information. In either case, Contractors are responsible for the conduct of their employees while performing services for the College.
- c. The College expects the service provider to demonstrate that they have a policy and controls in place for the protection of CSI since the service provider, and its employees, may have direct access to CSI.

U. The Contractor hereby represents the following:

- a. The Contractor has the power and authority to provide the services contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this RFP and any additional written agreement(s), which represent the entire contract between the Board of Trustees of Wor-Wic

Community College and the Board of Directors of the Wor-Wic Community College Foundation, and the Contractor

- b. The person executing this Contract for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Contract on the Contractor's behalf
  - c. The services to be provided under this RFP and the contract shall be performed competently and in due care, and in accordance with all applicable laws, codes, ordinances and regulations; and/or the goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this RFP and the contract
  - d. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this RFP and the contract, and shall present such licenses to the College and Foundation upon request for the same.
- V. The contract for audit may be declared null and void at the option of the Board of Trustees of Wor-Wic Community College in the event the Legislative Auditor submits notification of intent to conduct the required annual audit of the College as provided in Section 16-315 of the Education Article of the Annotated Code of Maryland.

### **Section 3: Instructions to Proposing Firms**

- A. Should any proposer be in doubt as to the meaning of the scope of work, or should any discrepancy or omission be found, he/she shall submit all questions and requests for clarification in writing via email to [acanada@worwic.edu](mailto:acanada@worwic.edu) on or before **2:00pm on October 29, 2021**. No oral questions will be answered.
- a. Failure by the offeror to acquaint itself with all the requirements of the requested services shall not relieve the offeror from responsibility for estimating properly the difficulty or cost of successfully performing the services.
  - b. An Addendum to the RFP will be issued with all questions and answers. The College will not be responsible for any oral or telephone explanations of contract documents.
  - c. It is the proposer's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the proposer check the College's website and eMaryland Marketplace Advantage (eMMA) for all posted Addenda prior to submitting their proposal. All Addenda shall become part of the contract documents.
- B. Offerors must submit one (1) digital copy of the technical proposal. Proposals must include all required information and forms. All proposal packages submitted in response to this RFP must be signed. **Technical Proposals will be received until 2:00pm on November 12, 2021**. Technical Proposals received after this date and time will not be accepted.

Completed proposal documents must arrive electronically via Equity Hub's Bid Locker at [https://bidlocker.us/details/2338 Rfp Auditing Services](https://bidlocker.us/details/2338_Rfp_Auditing_Services) Please note that offerors must register on the Bid Locker site prior to submittal of documents, so please plan the upload of the proposal package accordingly. It will time out promptly at 2:00pm on November 12, 2021.

Any proposals may be withdrawn prior to this date and time; however, all proposals are considered final after 2:00pm on November 12, 2021 at which time they will be distributed to the college's evaluation committee. Final Proposals may not be altered, withdrawn, or canceled, for a period of 120 days after this date and time.

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

**Technical Proposals do not include pricing.**

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

- C. Exceptions: It is the responsibility of the proposer to include a list and clarification of any deviations from this document and the attached Wor-Wic Community College Terms and Conditions. Exceptions must be notated on, or attached to, the Contractor Information Form.
- D. Errors in Proposals
  - a. Withdrawal of a Proposal after the deadline for receipt of Proposals will not be permitted, except as follows: in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing firm has made a bona fide error in the preparation of the Proposal and such error will result in substantial loss to the firm, in this instance, an exception may be made by the College.
  - b. Negligence on the part of the firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the Proposal after the deadline for receipt of Proposals.
  - c. The College reserves the right to contact any and all firms to verify information included in their Proposal and to clarify any questions regarding the information submitted in the Proposal, in order to ascertain whether the Proposal received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the Proposals as are deemed appropriate, necessary and in the College's best interest.
- E. Insurance Requirements
  - a. The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under the contract, or by anyone directly or indirectly employed by the contractor. The contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

- i. Statutory Worker's Compensation and Employer's Liability Insurance under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.
  - ii. Commercial General Liability Insurance to protect the Contractor, its subcontractors, and the interest of Wor-Wic Community College against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, naming Wor-Wic Community College and Wor-Wic Community College Foundation, Inc. as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College may possess.
  - iii. Automobile Liability Insurance with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.
  - iv. Accountants Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence.
- b. Each of the above policies with the exception of Workers Compensation shall (a) include Wor-Wic Community College and Wor-Wic Community College Foundation, Inc. as an additional insured, as respects operations under the Contract; (b) cover the premises occupied by the contractor; and (c) shall cover and not exclude contractor's liability for injury to the property of the College, the Foundation, and to the persons or property of employees, students, faculty members, agents, officers, trustees and guests of the above named entities.

The successful offeror shall not allow any liens filed against the College or Foundation by a person or firm for any reason arising out of the furnishing of services or materials by the contractor. Any lien filed against the College and Foundation or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30-day period shall constitute default.

The actions of a contractor with third parties are not binding upon Wor-Wic Community College nor the Wor-Wic Community College Foundation, Inc.

- F. Neither the College and Foundation nor the Contractor shall assign, sublet or transfer its interest or obligations under this RFP or the contract to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the College or Foundation, nor

shall this RFP or the contract be construed to create any rights hereunder in any person or entity other than the parties of the contract.

G. Nothing contained in this RFP and the contract shall be construed in any manner to create any relationship between the Contractor and the College and Foundation other than expressly specified herein and the Contractor and the College and Foundation shall not be considered partners or co-ventures for any purpose on account of this RFP and the contract.

#### H. Evaluation of Proposals

- a. Proposals must meet all requirements and qualifications stated herein. Proposals that fail to meet one or more of these criteria may be ineligible for award.
- b. The solicitation involves a cumulative scoring process through a number of different phases by an evaluation committee. The first phase involves the review of the written technical proposals. The next phase involves inviting those with the top scores for an oral presentation and demonstration via Zoom, which will be scheduled during the period of **December 2-6, 2021**. Finally, during the last phase, the top scoring oral presentations will be requested to submit a price proposal prior to **2:00pm on December 15, 2021**.
- c. The College will evaluate the proposals to determine the most responsive proposal and responsible firm. In addition to the criteria listed elsewhere in this document, proposals shall be evaluated on the following criteria:
  - i. 65% Responsiveness to the specifications and scope of work; past experience and qualifications of the firm and staff assigned to this audit, references from higher education clients, adequacy of personnel to accomplish the scope of work within the required timeline, timely completion of past audits, financial stability, and effectiveness of outcomes;
  - ii. 35% Price.
- d. Qualified proposals shall be evaluated in accordance with the specifications and evaluation criteria contained herein by the Evaluation Committee. The College may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein. Award shall be recommended for the firm which is judged to be best qualified and provide the best value to render the services.
- e. 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. Firms shall furnish the College all such information and data necessary for the College to determine if the Proposal is responsible and responsive to the College's requirements as stated herein.
- f. The College reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores. If short listing occurs, best and final offers shall be solicited from not less than two of the highest evaluated scores.
- g. The College reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.

- I. If the firm, to whom an award is made, shall fail to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm, and such firm shall fulfill every stipulation included herein, as if the firm were the original party to whom the award was made, or again, the College may at that point reject any and/or all of the Proposals as its best interest may require.

## **Section 4: Submittal Format**

- A. All proposals are expected to be prepared in accordance with the format listed below. Furthermore, the proposal should be signed, endorsed with the statement “RFP – Auditing Services.”
- B. The proposal should address each section as outlined below in order for the College to make a proper and complete evaluation of the firm’s capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.
- C. The proposal shall be clear and concise. The title page accompanying the proposal shall be signed by the person or persons required and authorized to legally bind the firm to the proposal and shall specifically state that the firm shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of the College. Any justification or explanatory materials relevant to the Proposal shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in the Proposal. Proposal shall be formatted to print on 8 ½” x 11” paper only. Pages must be numbered. Technical proposals must not include pricing. Vague and general proposals, and proposals with pricing included will be considered non-responsive and result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of College officials.
- D. Organization of Proposal: Technical Proposals must be organized in the following format. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.
  - a. Title page
  - b. Firm qualifications
  - c. State License
  - d. Staff qualifications
  - e. Financial stability
  - f. Contractor Information Form
  - g. Project Proposal Form
  - h. References
  - i. Conflict of Interest Statement
  - j. Ethics Statement
  - k. Bid/Proposal Affidavit
  - l. Price Proposal Form (only to be submitted upon invitation after oral presentations)



- E. Title Page: At a minimum, the title page shall be on company letterhead and shall include the name and working address of the firm submitting a Proposal, the name and telephone number of the primary company representative to be contacted with reference to the Proposal, email address for said contact and the date of submission. In addition, the page should contain the following statement: “RFP – Auditing Services.”
- F. Firm’s Qualifications: Specify the number of years the firm has been in business, history of the firm, size of company including number of employees and approximate annual sales value for each of the past three (3) years. Include a typical timeline and implementation process for the audit, including all of the tasks listed in Section 2: Scope of Work. Provide examples of how the firm has accomplished successful auditing services for higher education, specifically community colleges, based on best practices, ability to meet the proposed timeline, and effectiveness of outcomes. Describe the firm’s current involvement in higher education concerns, its approach to accessing control risk in higher education, knowledge and experience in Federal financial aid, grants and contracts, and Single Audits. Describe the firm’s experience in Foundation audits (FASB). Submit evidence of a policy and controls in place for Red Flags and Identity Theft Protection. Provide a copy of the firm’s State license to practice.
- G. Staff Qualifications: Include a brief description of the qualifications and experience of the staff that would be assigned to this project if awarded the contract. Provide an overview of roles and responsibilities for both your firm and the College’s staff. Identify the office location that would be assigned to our audit, providing the size of staff (by staff level and field) and number of clients currently handled by those staff members.
- H. Financial Stability: Submit graphic, narrative, and documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the firm. Disclose if the firm has ever filed for bankruptcy, and if applicable, provide information as to the date of the filing, the type of filing, and the resolution.
- I. Proposal Form 1: Contractor Information Form
- J. Proposal Form 2: Project Proposal Form
- K. Proposal Form 3: References. Provide five (5) reference clients that have used your auditing services within the past three years. Wor-Wic Community College should not be one of the references. References should be higher education institutions of similar size as Wor-Wic Community College, preferably other community colleges. Ensure that contact information is current. Use, and duplicate, the form provided.
- L. Proposal Form 4: Conflict of Interest Statement
  - a. In compliance with the State Public Ethics and Conflict of Interest Law, Annotated Code of Maryland, Section 15-101, etc. acquisitions from a business in which the trustee or employee has an interest are prohibited. Interest is deemed present if the

trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest and the trustee or employee knows of the interest.

- b. Procurement using federal funds, in addition to above conflict of interest statement, must comply with Uniform Guidance 2 CFR 200.318 (C )(1): no employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or has or will receive a tangible personal benefit from a firm considered for a contract.

M. Proposal Form 5: Ethics Statement. In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Section 15-101, etc. it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of contract.

N. Proposal Form 6: Bid/Proposal Affidavit Form

O. Proposal Form 7: Price Proposal Form (only to be submitted by firms invited after oral presentations)

## Section 5: Price Proposal

A. Price Proposal

- a. The RFP evaluation involves a cumulative multi-step process. **Only those firms who receive top scores after oral presentations will be invited to submit a sealed Price Proposal.**
- b. Price Proposals shall be signed by an authorized representative of the proposing firm and shall be in accordance with the requirements of this RFP and all addenda. It should be noted that the College is a tax-exempt entity; as a result, proposals may not include tax.
- c. By submitting a proposal, it is understood that your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.
- d. It is also understood that the proposed price will be firm for a period of 120 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 firm shall execute a contract for the proposed compensation.

- e. The price proposal shall provide information on the expectation of staff hours detailed by level of staff for each annual audit and a total price for the annual audit for each of the three (3) audited years: FY 2022, FY 2023, and FY 2024. The cost must be specific by year. The College and Foundation price proposals must be broken out separately. Also indicate hourly rates per position per partner, manager, and auditor in the event that additional work is requested by the College or Foundation outside the scope of these audit services. All hourly rates and fees, charges, and costs shall be clearly stated. It should be noted that the College will not reimburse for travel, meals, lodging, etc. All reimbursables must be incorporated into the billable rates.

**End of Section 5**

# Section 6: Required Submission Documents

## PROPOSAL FORM 1 – CONTRACTOR INFORMATION FORM

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

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

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

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

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

Please provide the following information:

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

Name and experience of proposed manager on this project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of subcontractor(s) proposed on this project:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach a list of company-owned equipment.

---

|              |      |
|--------------|------|
| Company Name | Name |
|--------------|------|

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|       |                               |
|-------|-------------------------------|
| Title | Authorized signature and date |
|-------|-------------------------------|

**PROPOSAL FORM 2 – PROJECT PROPOSAL**

To Whom It May Concern:

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

of \_\_\_\_\_

The undersigned, after having examined the RFP prepared by Wor-Wic Community College, do/does hereby offer to provide student success software in accordance with RFP – Auditing Services including addenda issued prior to date of receipt of Proposals which is/are acknowledged via signature below.

**A. SUBMITTAL OF PROPOSAL**

By submitting a Proposal, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm 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 firm’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.

**B. ACCEPTANCE OF PROPOSALS**

The undersigned agrees that this Proposal may be held by the College for a period not to exceed 120 days from the date stated for opening of Proposals. If written notice of acceptance of this Proposal is mailed, telegraphed 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.

**C TIME FOR COMPLETION OF WORK**

The undersigned agrees, if awarded the contract, to complete the contract work within the time frame specified within the RFP.

**D. DECLARATIONS**

We/I the undersigned firm, declare that the only person, firm, or corporation, or persons, firms 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, firm or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

We maintain by signing below that we conduct all business under the Equal Employment Opportunity Act 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

We further maintain that we (both firm and principal employees) are in good standing with both Federal and State agencies, as no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

We maintain by signing below that we will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment).

We acknowledge by signing below that if awarded the bid, we will give the U.S. Department of Education, the Maryland Higher Education Commission, and/or the Legislative Auditor, through any authorized representative, the right of access to, and the right to examine all records, books, papers, or documents related to the evaluation of the grant, if requested.

**E. ACKNOWLEDGEMENT OF ADDENDUM(S)**

We acknowledge receipt of the following Addendum(s):

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

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

**SIGNATURE OF FIRM**

If submitted by an individual, partnership or non-incorporated organization:

\_\_\_\_\_

Firm Name

By \_\_\_\_\_

Signature of Firm Representative

\_\_\_\_\_  
Business Address Title of Firm Representative

Names and Addresses of Members of Firm

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**IF SUBMITTED BY A CORPORATION: (Please sign and attach the previous two pages of Proposal Form I that contains the terms and acknowledgements.)**

\_\_\_\_\_  
Firm Name By \_\_\_\_\_  
Signature of Individual Representing Corporation

\_\_\_\_\_  
Business Address Title of Individual Representing Corporation

County \_\_\_\_\_ State of Corporation \_\_\_\_\_

Names and Addresses of Officers:

\_\_\_\_\_  
Business Address President

\_\_\_\_\_  
Business Address Secretary

Business Address

Treasurer

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Small Business \_\_\_\_\_

FEIN: \_\_\_\_\_

Female Owned Business \_\_\_\_\_

DUNS: \_\_\_\_\_

Minority Business \_\_\_\_\_

Approved Minority DOT #: \_\_\_\_\_



**PROPOSAL FORM 3 – REFERENCES (duplicate as needed)**

Wor-Wic Community College may contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications described herein.

Include the following information of no less than five (5) clients per the RFP requirements.

Name of client \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

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

Date Service Began \_\_\_\_\_ Completed \_\_\_\_\_

Brief scope of services provided:

**PROPOSAL FORM 4 – CONFLICT OF INTEREST STATEMENT**

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

Company \_\_\_\_\_

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

Date \_\_\_\_\_

**PROPOSAL FORM 5 – ETHICS STATEMENT**

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications or a Request for Proposals for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company \_\_\_\_\_

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

Date \_\_\_\_\_

# PROPOSAL FORM 6: BID/PROPOSAL AFFIDAVIT

## A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

## B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

## C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

## D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of:

- (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
- (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

## J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

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

## K. DRUG AND ALCOHOL FREE WORKPLACE

### I CERTIFY THAT:

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

## L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

### I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

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

**PROPOSAL FORM 7: PRICE PROPOSAL**

|  | <b>MAX FEE<br/>FY 2022</b> | <b>MAX FEE<br/>FY 2023</b> | <b>MAX FEE<br/>FY 2024</b> |
|--|----------------------------|----------------------------|----------------------------|
| 1. Annual Basic Financial Statements to the Board of Trustees of Wor-Wic Community College.  |                            |                            |                            |
| 2. A Single Audit as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> (Uniform Guidance). |                            |                            |                            |
| 3. Annual Financial Report to the Maryland Higher Education Commission. (MHEC CC-4)  |                            |                            |                            |
| 4. Annual Basic Financial Statements to the Wor-Wic Community College Foundation, Inc.   |                            |                            |                            |
| 5. Wor-Wic Community College Foundation Inc. Form 990 and Maryland Personal Property Tax Return  |                            |                            |                            |
| <b>TOTAL</b>   |                            |                            |                            |

| <b>Hourly rate for additional services,<br/>upon request by the College or Foundation</b> | <b>FY 2022</b> | <b>FY 2023</b> | <b>FY 2024</b> |
|---|----------------|----------------|----------------|
| Partner   |                |                |                |
| Manager   |                |                |                |
| Auditor   |                |                |                |
| Other: _____  |                |                |                |

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

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

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

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



## TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

**CONFLICT OF INTEREST** As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.

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

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

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

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

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

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

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

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

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

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

**DELIVERY OF PROPOSALS** Sealed proposals must be received in the Purchasing Office by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804.

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

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

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

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

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s)

involved. No allowance will be made to the successful Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

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

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the



Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

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

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

**USE OF CONTRACT BY OTHER PUBLIC ENTITIES** While this solicitation is prepared on behalf of Wor-Wic Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

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

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