



Office of Procurement

Gambrill Hall (Bldg. G) 2nd Floor, Room G-222
7932 Opossumtown Pike
Frederick, MD 21702

March 10, 2022

**DATA CENTER MOVE CONSULTING AND
MOVING SERVICES
RFP NUMBER: 22-IT-01**

Frederick Community College (FCC) is soliciting proposals from qualified offerors to provide Data Center Move Consulting and Moving Services as specified in this RFP.

PROPOSALS WILL BE ACCEPTED UNTIL THE CLOSING TIME OF **2:00 P.M. LOCAL TIME ON APRIL 4, 2022**. Please see Section D of this RFP for additional information regarding proposal submission. Proposals cannot be accepted over facsimile lines or by email. Any proposal received after the time and date specified, or at a different location than specified above, or sent by facsimile or email, will not be accepted or given any consideration.

Prices must remain valid for: 120 calendar days after opening

Pre-Proposal Conference: March 16, 2022 at 2:00 P.M. local time. Frederick Community College, Building G, Gambrill Hall, Room G206
Attendance at this meeting is not required, but is strongly recommended

Site Visit: A walk-through of the project site will be conducted at the conclusion of the Pre-Proposal Conference by a representative of the College IT Department.
Office

Bid Bond Requirements: N/A

Performance, Labor and
Material Bond requirements: N/A

The Proposal Documents may be obtained electronically by downloading them directly from the Frederick Community College Bid Board website at www.frederick.edu/bidboard. Offerors submitting Proposals are responsible for monitoring the Bid Board frequently to learn of any changes and/or Addendums that may be issued during the solicitation.

All questions shall be directed, **in writing**, no later than **2:00 P.M.** local time on **March 22, 2022**, to Elaine Marshall, Procurement Administrator for Frederick Community College at EMarshall@frederick.edu. Questions received after the cut-off time and date indicated above will not be favored with a response. Questions must reference the RFP number in the email subject line. Offerors are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any question(s) received. Only answers provided via addenda issued by the College will be binding.

Important: A firm's proposal package submittal will be jeopardized if any portion of this solicitation request is not complete. No bid/proposal package will be accepted after the date and time stated above.

NOTE: Prospective Offerors who have received this RFP document and/or related attachments from a source other than the Frederick Community College Bid Board website should immediately go to the College website to access the FCC Bid Board, in order to ensure that they have received the complete documents and any Addenda. A firm's failure to monitor the FCC Bid Board may result in non-receipt of important information prior to the proposal solicitation closing date.



Office of Procurement
7932 Opossumtown Pike
Frederick, Maryland 21702

**REQUEST FOR PROPOSAL
Number: RFP 22-IT-01**

DATA CENTER MOVE CONSULTING AND MOVING SERVICES

DATE: March 10, 2022

Submit Sealed Technical Proposals and Price Proposals:

Instructions for Submitting Proposals are included in Section D of this RFP Document

Time/Date for Receipt of Proposals:

2:00 PM Local Time on April 4, 2022

Frederick Community College is an Equal Opportunity/Title IX/ADA/Title 503/Title 504 Compliant Institution. Minority, small, and woman-owned businesses are encouraged to submit Bids/Proposals for this project.

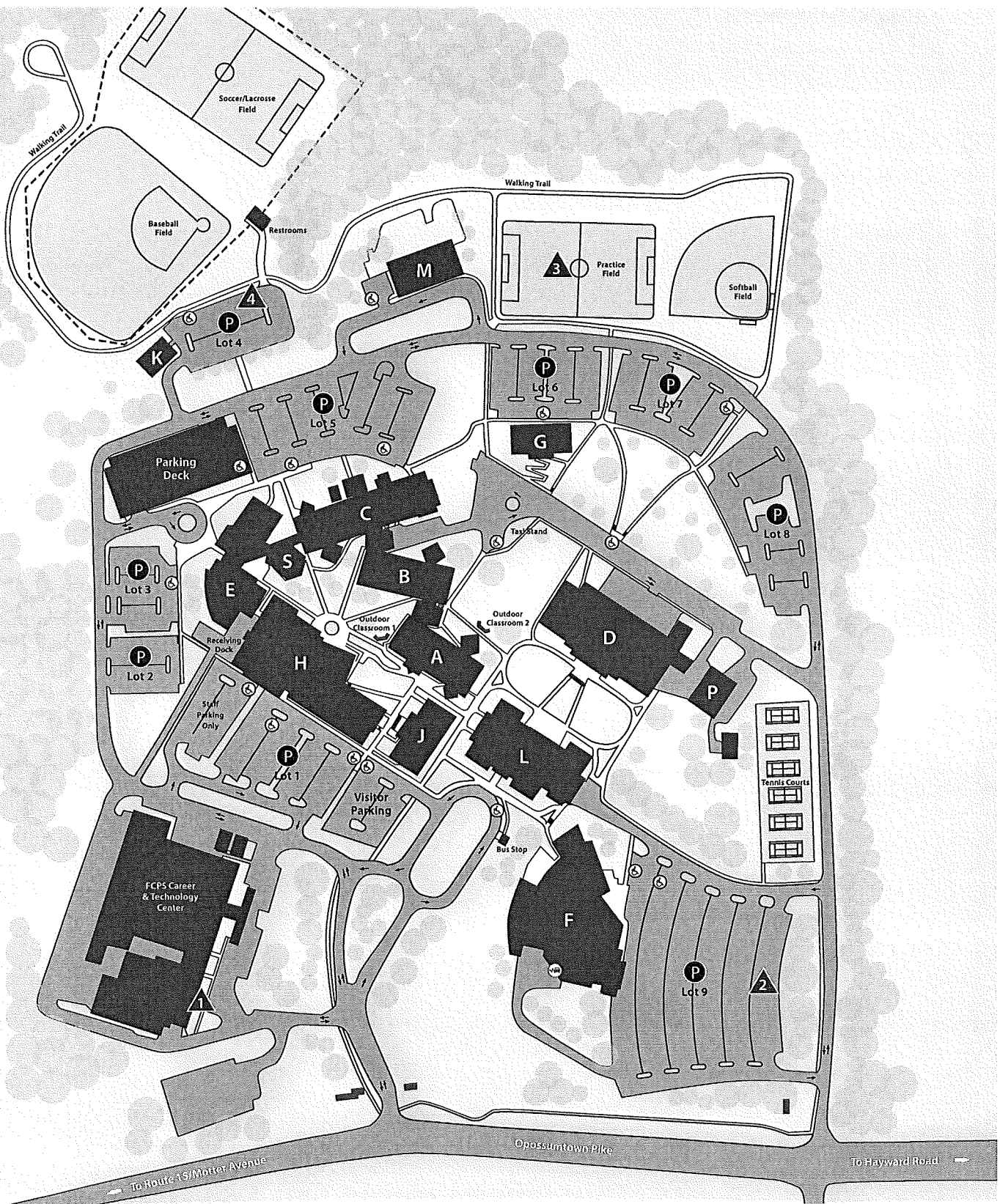
Equal Opportunity Employer (EOE) Statement

Frederick Community College is an Equal Opportunity Employer that conducts all of its operations in strict compliance of all federal and state employment discrimination laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, Sections 503 and 504 of the Rehabilitation Act of 1973, and Title 20 of the State Government Article of the Annotated Code of Maryland. Persons requiring reasonable accommodations should contact the Frederick Community College Human Resources Department. In addition, the College shall insert the following clause in all contracts: This contractor and subcontractor shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Accommodation Statement

Frederick Community College makes every effort to accommodate individuals with disabilities for College-sponsored events and programs. If you have accommodation needs or questions, please call 301-846-2408. To request a sign language interpreter or if you have questions related to interpreting services, please email Interpreting@frederick.edu or call 301-846-2408. Sign language interpreters will not be automatically provided for College-sponsored events without a request for services. To guarantee accommodations, requests must be made at least five workdays in advance of a scheduled event.

If your request pertains to accessible transportation for a College-sponsored trip, please submit your request at least 21 calendar days in advance. Requests made less than 21 calendar days in advance may not be able to be guaranteed.



Welcome to Frederick Community College

- A Annapolis Hall**
Adult Services, Veteran Services, Services for Students with Disabilities, Adult Education (GED, ESL), President, Institutional Advancement, Mail Room, Administrative Offices
- B Braddock Hall**
Math Learning Center, Faculty Offices, Classrooms
- C Catoclin Hall**
Science Labs, Computer Labs, Faculty Offices, Classrooms, Student Lounge in Upper B/C Knuckle
- D Athletics Center**
Gymnasium, Weight Room, Classrooms, Athletics, Faculty Offices, Locker Rooms

- E Conference Center**
Large and Small Meeting Rooms, Technology Labs, Continuing Education & Workforce Development
- F Visual & Performing Arts Center**
J&K Theatex, MCH Art Gallery, FCC Studio Theater, Music Classrooms & Practice Rooms, Art Classrooms, Mac Classroom & Lab, Faculty Offices
- G Gambill Hall**
Human Resources, Purchasing, Fiscal Services, IT Services, Risk Management and Public Services, Administrative Offices
- H Student Center**
Cougar Grille, Bookstore, Multicultural Student Services, Security, Center for Student Engagement, Student Government Association, Honors College Classroom & Lounge, Tutorial Services, Faculty Offices, Student Lounges

- J Jefferson Hall**
Welcome Center, Admissions, Registration & Records, Student Accounts, Counseling & Advising, Career & Transfer Center, Financial Aid, Office of Diversity, Equity, and Inclusion, Learning Support Offices
- K Mercer-Akre Kiln**
- L Linganore Hall**
Learning Commons, Allied Health/Nursing Labs, Testing Center, Video Classroom & Lab, Language Lab, Faculty Offices, Classrooms, Student Lounge, Staff Lounge, Distributed Learning offices, IT Help-desk, Dual Enrollment
- M The Carl and Norma Miller Children's Center**
- P Plant Operations**
- S Sewardner Hall**
Lecture Hall

In case of an emergency, Call 2453 or 4444 on campus or 301.846.2453 off campus or on your cell.

- Evacuation Locations
- Accessible Parking
- Electric Car Charging

For information on accessible routes, please visit our website at frederick.edu

Directions to Frederick Community College

FCC Main Campus – 7932 Opossumtown Pike, Frederick, MD 21702

*****NOTE***:** GPS directions are not always accurate. When traveling to FCC via Route 15 it is recommended to take the Motter Avenue exit.

From Baltimore: Follow I-70 west from Baltimore to Frederick. Exit onto Route 15 north. Follow Route 15 north to the Motter Avenue/Opossumtown Pike exit. Turn right onto Opossumtown Pike. Travel one mile and turn left at the main entrance to FCC.

From Washington: Follow I-270 north from Washington to Frederick to the junction with Route 70 and Route 15. Follow Route 15 north to the Motter Avenue/Opossumtown Pike exit. Turn right onto Opossumtown Pike. Travel one mile and turn left at the main entrance to FCC.

From the west: Follow I-70 east from Hagerstown to Frederick. Exit onto Route 40 east. Follow Route 40/Patrick St. to Route 15 north. Exit onto Route 15 north, and follow same to the Motter Avenue/Opossumtown Pike exit. Turn right onto Opossumtown Pike. Travel one mile and turn left at main entrance to FCC.

FCC's Monroe Center – 200 Monroe Avenue, Frederick, MD 21701

From FCC: Follow Opossumtown Pike south and stay straight to go onto Motter Ave. Turn left onto W 7th Street. Turn right onto N East St. Turn left onto E 3rd St. Turn left onto E Church St. Turn right onto Highland St. Turn left onto Monroe Ave. The Monroe Center will be on your right.

From the East: Follow I-70 W to Frederick and take exit 72B (South St.). Turn right onto Monocacy Blvd. Turn left onto E Patrick St. Turn right onto Monroe Ave. The Monroe Center will be on your right.

From the West: Follow I-70 E to Frederick and take exit 55 towards Fairgrounds, Turn right on E South St. and make a right onto Monocacy Blvd. Turn left onto E Patrick St. Turn right onto Monroe Ave. The Monroe Center will be on your right.

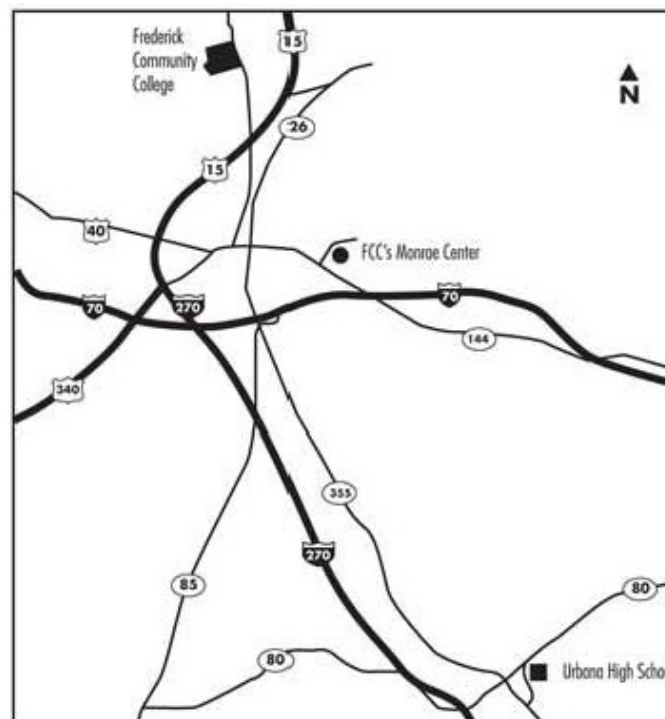


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INTRODUCTION (Section A)

DATA CENTER MOVE CONSULTING AND MOVING SERVICES

RFP 22-IT-01

GENERAL SCOPE OF SERVICES

Background Information

The College is currently renovating Liganore Hall. As part of the renovation, a new conditioned space (data center room) is being built to house the College's core network and servers. The construction plans show the data center room will be finished in August of 2022.

The College's network team is seeking technical expertise and consulting assistance to develop and execute a plan to migrate the Colleges core network equipment from current location and servers/network equipment to new data center room. The move for core network equipment is not far in terms of distance, less than 50 feet. Both rooms are located on same floor, and it is planned to have fiber connectivity between both rooms. The servers are in another building on campus.

The goal of the project is to consolidate the College network and server infrastructure into new data center room with minimal risk and with the least amount of outage time.

The plan is to initiate the project in June, but the actual move timeline of the network and server equipment has not been determined as the outage windows have not been determined.

Description of Work/Deliverables

FCC requests bids from qualified offerors to move the College's network equipment and server infrastructure to new Data room located on the main campus.

1. Review current network design/configuration with Core, Edge Network equipment, and other devices in existing data center room as well as Gambrell Hall.
2. Review the configuration of FCC's core network equipment to understand bridging, routing, and redundancy in place.
3. Review the configuration of FCC's Vxrail servers and network connectivity.
4. Perform Onsite site survey(s) to review the physical and logical connectivity between devices and buildings. Understanding of the fiber connectivity between buildings, placement in L207 and connection to HPE switches is critical.
5. Analyze FCC's environment, space, configuration of equipment and risk tolerance. Access the various options to move FCC's core network and server equipment to new data center room. Advise College network team on risks, down time, and industry practices for completing the work.
6. Lead onsite design/planning meetings with FCC's network team.
7. Participate in discussions with FCC's network team and subcontractors to evaluate move options. There will be onsite meetings required with the possibility of some meetings taking place remotely. Currently, there is a bi-weekly data center meeting with FCC and contractors.
8. Develop a design and written implementation plan with College's network team to move core network equipment from L207 to new data center room.

9. Develop a design and written plan implementation plan with College's network team to move servers from Gambrell Hall to new data center room.
10. Execute plan to move FCC's core network and server equipment to new data center room. College network team will work with offeror to perform the move and coordinate outage times. The expectation is the offeror will have onsite resources to support the moves during the scheduled outage windows.
11. Assist with development and execution of testing and validation of plans.
12. Conduct a Project Close Out meeting with Network team to review final configuration of equipment and identify and follow-up or recommended actions.

Technical Details of College Network and Server Environment

Below are details of the College's LAN infrastructure.

1. Network topology is a star with L207 being the hub of network
2. The Core network is in a 4-post rack in L207. The detail of the equipment is:
 - a. QTY 2 Palo Alto 5250 Firewalls – performs routing via static routes.
 - b. QTY 2 HPE Flexfabric 7904 – performs routing via static routes.
 - c. QTY 2 HPE Flexfabric 5700
 - d. QTY 1 HPE 5130
3. The Edge buildings– each of the 11 buildings has HPE Flexfabric 5130s configured in stacks. The devices connect back to core via dual single mode fiber pairs.
4. There is one remote location connection via WAN, private point to point circuit. Vendor's network equipment is connected to core in L207.
5. Other services located in L207:
 - a. QTY 2 Aruba 7210 wireless controllers
 - b. Point of presence for internet connection and equipment
 - c. Point of presence for connections for phone system (SIP/MPLS) connections and equipment.
 - d. Cisco CUBE routers for Phone system
 - e. Edge switches for 2nd floor L.

Gambrell Hall RM G125 is the location for server equipment. The College has 3 Dell|EMC VxRail clusters supporting different workloads. Below are details about the server environments.

1. Admin Cluster
 - i. 4 Dell VxRail E560
- B. VDI Cluster
 - i. 4 Dell Vxrail V570F
- C. ERP Cluster
 - i. 4 Dell VxRail E560F
2. VMware ESXi Version 6.7
3. Storage – VSAN
4. Network connectivity for servers
 - A. Distributed port Groups in VCenter
 - B. Physically connected to qty 4 HPE 5700's

Out of Scope

1. Construction of the new data center room.
2. Low voltage cabling and fiber cabling work. College has contract with company to perform fiber splicing and low voltage cabling work.

Offeror Qualifications

1. Offeror must have a partnership with HPE, Dell and VMware.
2. Engineers will have technical expertise in HPE switching - Certification and/or 4+ years of hands-on design, maintenance, and implementation experience.
3. Engineers will have technical expertise in Palo Alto firewalls – Certification and/or 4+ years of hands-on design, maintenance, and implementation experience.
4. Engineers must have technical expertise in Dell VxRail and VMware – Certification and/or 4+ years of hands-on design, maintenance, and implementation experience.
5. Engineers will have successfully performed similar projects.
6. Provide 3 references for projects of similar size and scope.

Assumptions

- College will provide rack space along with power for equipment
- College has maintenance agreements on network equipment, firewalls, and server equipment
- College will have available network ports

Access to data center, buildings, classrooms and network closets will be provided

College will provide a working space for an engineer(s) to work onsite.

End of Section A

DATA CENTER MOVE CONSULTING AND MOVING SERVICES

RFP 22-IT-01

TENTATIVE PROJECT SCHEDULE (Section B)

March 10, 2022	RFP Solicitation Posted on Frederick Community College Bid Board
March 16, 2022	Pre-Proposal Conference 2:00 P.M, FCC, Gambrill Hall, Rm G206 Site Visit to Follow Conference
March 22, 2022	Deadline for Questions, 2:00 P.M. Address to emarshall@frederick.edu No Phone Calls
March 25, 2022	Addendum Posted on Frederick Community College Bid Board
April 4, 2022	Deadline for RFP Technical Proposals 2:00 P.M, FCC, Gambrill Hall, Rm G222
April 5-April 13, 2022	Internal Review of Technical Proposals, Short-List Created, Offeror Technical Presentations Scheduled
April 13-14, 2022	Invite Short Listed Offerors to Offeror Technical Presentations
April 27-April 28, 2022	Offeror Technical Presentations for Short-Listed Offerors Price Proposal Due at Presentation
April 28, 2022- May 4, 2022	FCC Internal Review of Proposals, Award(s) Decided
May 9, 2022	Award Recommendation Submitted
May 18, 2022	Board of Trustees Meeting (Approval)
May 19, 2022	Notification to Offerors of Award or Non-Award. Award Information will not be Communicated Prior to This Date
June 1, 2022	Project Start Date (approximate)
January 31, 2023	Project Completion Date (no later than; date may be adjusted if necessary)

End of Section B

**FREDERICK COMMUNITY COLLEGE
CONSOLIDATED TERMS AND CONDITIONS
(Section C)**

1. **CONTRACT TERMS:** The performance of this contract shall be governed solely by the terms and conditions as set forth in this document, notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the party submitting the bid or proposal (hereinafter referred to as the "Offeror") at any time. The acceptance by Frederick Community College (the "College") of any goods or services shall not be construed as acceptance by the College of any terms or conditions which are inconsistent with the terms and conditions stated here. All terms and conditions in any College solicitation are made part of this contract, as applicable. Any different or additional terms other than those specified in this document that are contained in the acceptance by the Offeror are hereby objected to.
2. **CONTRACT/COMPLETE AGREEMENT:** The contract shall be in the form of an AIA Standard Form of Agreement (if applicable), a purchase order(s), and any and all related contract documents, to include, but not limited to, the College solicitation, any and all Addendum, the offeror's solicitation response, 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 Offeror. These documents constitute the sole and entire agreement between the College and Offeror with respect to the subject matter, superseding completely any oral or written communications unless the terms are expressly incorporated into additional written documentation. Where Offeror's quotation is referred to in a purchase order, such quotation is incorporated in the purchase order only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms stated in this document.
3. **ACCEPTANCE PERIOD:** Any proposal in response to a College solicitation shall be valid for one hundred twenty (120) days or as otherwise specified in the solicitation document. At the end of the one hundred twenty (120) days, unless otherwise specified, the proposal will expire.
4. **ADDENDA:** The College reserves the right to amend or add to its solicitation documents at any time prior to the due date. If it becomes necessary to change or add to any part of a solicitation document, an addenda will be posted on the purchasing website at www.frederick.edu/bidboard. It is the sole responsibility of the Offeror to ensure continued monitoring of the College Purchasing Website for any posted amendments, addenda or clarifications prior to submitting their solicitation response and duly acknowledge receipt of said amendments or addenda on the proper bid form. Failure to do so may cause rejection of a bid or proposal.
5. **ADDITIONAL ORDERS:** Unless it is specifically stated to the contrary in the solicitation response, the College reserves the option to place additional orders against a contract awarded as a result of a solicitation at the same terms and conditions, if it is mutually agreeable.
6. **DELIVERY AND PACKING:** Prices shall be FOB Destination freight prepaid to the delivery point designated. Offeror 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 Offeror. All claims for visible and concealed damage shall be filed by the Offeror. Unauthorized shipments are subject to rejection and return at Offeror's expense. All prices quoted must include delivery. All goods delivered under a solicitation shall be packed in accordance with accepted trade practices. No charges may be made over and above the quoted/bid price for packaging, or for deposits or containers unless specified in the College solicitation. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successfully awarded Offeror to the designated location as indicated on the College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on the purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**
7. **INSPECTION AND ACCEPTANCE:** No goods received by the College pursuant to a purchase order shall be deemed accepted until the College has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at expense of the Offeror for full credit or replacement, at the sole option of the College. The College reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without College authorization. If Offeror fails to cure defect within ten (10) calendar days, the College

reserves the right to purchase on the open market and Offeror shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

8. **WARRANTY:** The 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. Said Offeror agrees to any repairs, labor, replacements, or necessary adjustments because of such defects to be made promptly by him/her and without cost to and the satisfaction of the College. Such warranty shall survive the contract and shall not be deemed waived either by the acceptance by the College 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 (1) year, unless otherwise stated, from the date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at the Offeror's sole expense. Also, said Offeror shall be responsible for handling all warranty issues directly with the manufacturer and not delegating to College staff. Failure to do so may result in rejection or cancellation of the order. Additional warranty requirements may be set forth in College bid documents.
9. **PATENTS/COPYRIGHTS:** Offeror represents and warrants that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent, copyrights or other intellectual property rights. Offeror will at his/her/its own expense, indemnify, protect and save harmless the College, its trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopied composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Offeror is not the patentee, assignee, licensee or College.
10. **BILLING AND PAYMENT:** Each invoice shall reference the College purchase order number. All invoices will be paid within (30) days unless otherwise specified in a College solicitation 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. Charges or late payments of invoices prior to forty-five (45) days after receipt of invoice is expressly prohibited. The College shall have no liability for invoices not prepared in accordance with this Section 10.
11. **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 Offeror shall take the necessary precautions to protect all areas upon which, or adjacent to, work is performed as a part of this contract. Any damage caused because of neglect by the Offeror, directly or indirectly, shall be repaired to the satisfaction of the College at the expense of the Offeror. If the Offeror fails or refuses to make such repair or replacement, the College will determine a cost and the Offeror shall be liable for the cost thereof, which may be charged or deducted from the Offeror price.
12. **BID AND PERFORMANCE SECURITY:** If bid security is required, a bid bond or cashier's check in the amount indicated in the solicitation documents must accompany each bid and be made payable to Frederick Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten and signed by a surety company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Finance deems the failure to be non-substantial. Upon request, bid bonds or checks will be returned to all except the three (3) lowest bidders after the opening of bids, and the remaining checks or bid bonds will be returned upon request to all but successful bidder(s) after award of contract. If a performance bond is required, the successful bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract.
13. **CANCELLATION OF BID/PROPOSAL:** The College reserves the right to cancel any solicitation or to reject all solicitation responses received, if the College Vice President of Finance, in accordance with procedures approved by the College President, determines that it is fiscally advantageous or in the best interest of the College to cancel the solicitation.
14. **PREPARATION OF BID/PROPOSAL:** Submissions in response to formal College solicitations must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the solicitation response for clarification. Offerors will be required, if requested by the 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. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The College will not be responsible for any expense incurred by the Offeror in preparing and submitting a proposal.

15. **QUALIFICATIONS:** The College may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the College all such information and data for this purpose as may be requested. The College reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The College further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the College that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
16. **REFERENCES:** If references are required then the Offeror must provide at least three (3) references (or as indicated in the document requirements) from former and current clients who can confirm the Offeror's experience with the product or services 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 product or services requested. References from other higher education institutions or government agencies are preferred.
17. **SIGNATURE:** The original copy of the solicitation must be signed in ink by the Offeror's authorized representative, with the signature in full. When a corporation is submitting a solicitation, the person signing shall state under the laws of which state the Corporation was chartered and the names and titles of the officers having the authority under the by-laws to sign contracts. Full business address, county, and State must be given after the signature. All correspondence concerning the offer and contract, including the offer summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the solicitation response. Failure to sign the Bid / Proposal Form may render the Bid / Proposal to be non-responsive. **NO OFFER WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**
18. **SPECIFICATIONS AND SCOPE OF WORK:** The specifications listed in the College solicitation may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Offeror 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 Offeror 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 Offeror's silence is deemed as full and complete acceptance and any additional costs will be borne by the Offeror.
19. **RECEIPT OF BID/PROPOSAL:** It is the responsibility of the Offeror to assure that his/her/its bid or proposal is delivered to the place designated for receipt of the bids or proposals and prior to the time set for receipt of bids or proposals. Bids or proposals received after the time designated for receipt of bids/proposals will not be considered.
20. **OUTSTANDING OBLIGATIONS:** By submitting a response to this solicitation, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract, if selected for contract award.
21. **COLLEGE BID/PROPOSAL PROTEST PROCEDURE:** All disputes concerning a College solicitation and/or submission in response to a College solicitation shall be resolved pursuant to the Bid/Proposal Protest Procedure available on the Frederick Community College website.
22. **ACCURACY OF INFORMATION IN RESPONSE:** The Offeror awarded the contract shall be responsible for the accuracy or validity of information provided to the College in the solicitation response, either directly from the Offeror, or as obtained from others and utilized in the performance of the work.
23. **NOTICE TO PROCEED:** After the contract has been executed and all required documents received, the College will issue to the Offeror a "Notice to Proceed". The specified contract time shall begin on the date identified in the "Notice to Proceed".
24. **FAILURE TO EXECUTE CONTRACT:** If the Offeror, to whom the award is made, shall fail to execute the contract and required additional submissions, if any, within seven (7) days from the date these documents are requested by the College, the award may be annulled and the contract awarded to the second most responsive and responsible firm. Such firm shall fulfill every stipulation listed herein as if the firm were the original party to

whom the award was made, or the College may reject all Bids / Proposals, as it deems appropriate and it best interest.

25. **CONTRACT AMENDMENTS:** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the contract by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by the College before the supplier performs additional work on the project. The Offeror cannot accept purchase request 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 Offeror has received a signed Amendment and/or revised purchase order from the College.
26. **FINANCIAL DISCLOSURE:** Offeror shall comply with Md. Code Ann., State Finance and Procurement Article, §13-221(c) if applicable, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate two hundred thousand dollars (\$200,000.00) or more during a calendar year shall, within thirty (30) days of the time when the two hundred thousand dollars (\$200,000.00) is reached, file with the Secretary of State certain specified information as required by the statute.
27. **POLITICAL CONTRIBUTION DISCLOSURE:** Offeror shall 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 or a political subdivision of the State, including its agencies, shall file with the State Administration Board of Election Laws a statement as required by Md. Code Ann., Election Law § 14-104.
28. **REGISTRATION:** Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the Maryland State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the State Department of Assessments and Taxation.
29. **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 this contract.
30. **MARYLAND PUBLIC INFORMATION ACT:** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. 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.
31. **COMPLIANCE WITH LAWS:** Offeror agrees to pay for all permits, licenses and fees and comply, at no additional cost to the College, with all applicable Executive Orders, Federal, State, County, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this contract and as they may be amended from time to time. Offeror accepts sole liability and responsibility for compliance with all governmental regulations related to Offeror's employees and their employment, including without limitation such items as worker's compensation insurance coverage, unemployment insurance, social security withholdings (FICA), withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standards Act (FLSA) requirements, the Immigration and Control Act of 1986 (IRCA), work safety rules, and such Federal State, and local laws and regulations that may apply to the Offeror's employees in relation to the services Offeror performs for the College, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-1.4(a), and the OSHA reporting requirements under 29 CFR § 1904.31(b)(3) for any agents of the Offeror on the premises of the College.
32. **DRUG FREE WORKPLACE:** The College is committed to a work place and campus environment free of substance abuse and is committed to full compliance with the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act of 1986, as amended in 1989, the Maryland Drug and Alcohol Abuse plan. The Offeror shall agree to comply with these acts and all other applicable local, state and federal laws.
33. **MINORITY PARTICIPATION:** It is the policy of the College to encourage minority businesses to provide goods and services for the performance of College operating needs. Minority businesses are defined as firms that are fifty-

one percent (51%) owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

34. **DEBARMENT STATUS:** By submitting their proposal and accepting this contract, Offeror certifies that it is not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred. Debarment status can be verified at the Maryland Government Debarred list at <http://www.bpw.state.md.us/Pages/Debarments> as well as checking System for Award Management, SAM.gov.
35. **RECORD RETENTION:** Offeror shall maintain books and records relating to the subject matter of this contract, 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 contract.
36. **AUDIT:** Offeror shall permit audit, fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this contract during the term of this contract and for a period of three (3) years after final payment under this contract.
37. **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 "Safety Data Sheet" including reference to the purchase order number, 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.
38. **MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW:** When applicable, Offeror shall coordinate and pay for all work required to comply with this law. Additionally, Offeror shall be responsible for all locations of private utilities as required by the College.
39. **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 this contract 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.
40. **INDEMNIFICATION:** The Offeror shall be responsible for any loss, personal injury, expense, death and/or any other damages which may occur by reason of Offeror'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 Offeror's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Offeror are deemed to be the Offeror's acts. Offeror agrees to indemnify and hold harmless the College and its Board of Trustees, employees, agents and students from any claim, damage, liability, expense, and/or loss, including defense costs and attorneys' fees, arising directly or indirectly out of Offeror's performance under this contract. The indemnification obligation of Offeror shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. Furthermore, the indemnification obligation of Offeror shall survive termination of the contract for any reason. Additionally, the College shall notify Offeror promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Offeror shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.
41. **INSURANCE:** The Offeror shall purchase and maintain insurance as outlined in Attachment A and comply with the insurance requirements set forth below:
 - 41.1. Insurance policies shall include **Frederick Community College and its elected and appointed Board members, officials, officers, consultants, agents and employees shall be named** as additional insureds for loss, injury and damage arising out of or associated with the Work under this agreement. All of the policies of the Offeror shall be primary to any insurance maintained by the College and shall contain an endorsement acknowledging that any insurance maintained by the College is non-contributory and excess. All policies shall include a Waiver of Subrogation in favor of the College. **Include copies of additional**

insured endorsements

- 41.2. All policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.
 - 41.3. The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least (10) ten days before Work commences.
 - 41.4. All Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.
 - 41.5. General Liability and Umbrella Insurance policies are to be in "Occurrence Form". If any liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions: The Offeror shall agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or The Offeror shall purchase an extended (minimum three years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.
 - 41.6. The Offeror shall purchase and maintain all insurance from an insurer acceptable to the Owner and lawfully authorized to do business in Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Owner grants specific approval for an exception.
 - 41.7. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Offeror, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Offeror or imposed by the Offeror's insurer(s) shall be the sole responsibility of the Offeror. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Owner by the Offeror in connection with this Contract shall belong to and be payable to the Owner. If the Owner is damaged by the failure or neglect of the Offeror to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Offeror shall bear all reasonable costs properly attributable thereto.
 - 41.8. The Offeror shall require its own subcontractors as well as all trade Contractors to maintain insurance to the same extent required of the Offeror by the terms of the Contract unless any such requirement is expressly waived or amended by the Owner in writing. The Offeror shall furnish all subcontractors' and trade contractors' certificates of insurance to the Owner immediately upon request. The Offeror shall be fully responsible to the Owner for the acts and omissions of persons directly employed by the Offeror and also for the acts and omissions of persons employed by subcontractors.
 - 41.9. The Owner shall provide and maintain Builder's Risk Protection throughout the project on a replacement cost basis with a limit at least equal to the initial contract sum. Unless otherwise provided in the Contract Documents, this Builders risk insurance shall cover materials to be incorporated into the Project which are off the site, and also such materials in transit as long as such materials have been paid for by Owner. The Offeror shall pay the cost of any deductible(s) required by the Builders Risk Protection as provided by the Owner. This provision shall not release the Offeror of the obligation to complete the work according to plans and specifications required by the contract and shall be obligated to full performance of the contract's undertaking. For projects where Builders Risk coverage is not applicable, the Offeror will insure all tools, equipment, and property to be installed.
42. **TAXES: Sales Tax Exemption does not pass on to the contractor.** Sales to the College are exempt from Federal, State or Municipal sales and excise tax. Frederick Community College is a Government Entity (30) and as such our sales tax exemption does not pass on to contractors. The College tax payer identification number is 52-0743590.
43. **USE OF THE CONTRACT BY OTHER AGENCIES AND EDUCATIONAL INSTITUTIONS:** While these formal bids are prepared on behalf of the College, it is intended to apply to other Maryland educational institutions, public and non-profit agencies in both Frederick County, Maryland and the State of Maryland as listed below:
- 43.1. Frederick County Public Schools
 - 43.2. Frederick County Government
 - 43.3. Municipalities of Frederick County
 - 43.4. Maryland State Colleges and Universities

Unless the Offeror takes an exception, the resulting award items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Offeror must so note on their solicitation submission. Each of these agencies may purchase from the successful Offeror under the same terms and conditions of the contract with the College, in accordance with each agencies laws and regulations, or an agency may choose not to procure from the successful Offeror at the agency's sole discretion. If another entity or one of the above named agencies elects to purchase under the contract, the purchase requests and funding from other agencies will be the responsibility of those agencies. Contracts between the Offeror and other agencies shall not be binding or enforceable against the College. The College cannot be held liable for the transactions of another entity or agency.

- 44. USE AND OWNERSHIP:** All documents, materials, or data developed as a result of this contract are the College's property. The College has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract, unless otherwise noted and specifically approved by the College. The College may use this information for its own purposes, or use it for reporting to Federal agencies. The Offeror warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Offeror must keep confidential all documents, materials, and data prepared or developed by the Offeror or supplied by the College.
- 45. DISPUTES:** Any disputes between parties to the Contract which do not reach amicable settlement shall be subject to the exclusive jurisdiction of the Circuit Court of Frederick County, Maryland. The parties waive any right to trial by jury in any civil case. The Contractor shall carry on the work and maintain the Progress Schedule, during any disputes, unless otherwise directed by the College.
- 46. DELAYS AND EXTENSIONS OF TIME**
- 46.1.** No Damage for Delay: A time extension shall be the sole remedy for delays or suspensions caused by or attributable to the College, even if the delays or suspensions were: (1) of a kind not contemplated by the parties, (2) amounted to an abandonment of the Contract, or (3) were caused by active interference. The College shall have the right, at any time and for any reason, to delay or suspend the whole or any part of the Work herein without incurring liability therefore. There shall be no damages for delay.
- 46.2.** The College shall be entitled to schedule the Work in the manner which, in its sole exercise of discretion, is in its best interest. There shall be no claims for inefficiencies, stacking of trades, lost productivity, or the like, which result from either the College's schedule or the manner in which the Work is performed.
- 46.3.** If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the College or the Architect, or by any employee of either, or by any separate contractor employed by the College, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the College pending litigation or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. In the event that there is no Architect, then the College shall determine what amount, if any, the Contract Time shall be extended.
- 46.4.** Any claim for extension of time shall be made in writing to the Architect not more than twenty days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- 46.5.** If necessary to reach a proper stopping place in any portion of the work or to complete work within Contract limit time, Contractor shall work overtime both his forces (including any of his subcontractors) and forces of the trade contractors without addition to the Contract Sum. Contractor shall be responsible for all incidental cost in connection with such overtime work.
- 46.6.** If work falls behind schedule, as determined by the Architect, the Contractor shall provide at his own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delay.
- 46.7.** The Contractor shall complete the Punch List of the Work within thirty (30) consecutive calendar days from the date of issue of the Punch List at Substantial Completion. Should the work not be completed within such time, it is understood and agreed that the College will deduct from payments due the Contractor, as liquidated damages, not as a penalty, the sum of Five Hundred dollars (\$500.00) for each calendar day of delay until the Punch List is completed.

47. TERMINATION OF THE CONTRACT

- 47.1. TERMINATION FOR CONVENIENCE:** It is agreed that the College may, without any default of the Offeror, terminate this Agreement for the convenience of the College at any time upon a three (3) day notice to the Offeror. Such determination shall be at the sole discretion of the President. Upon such termination, the Offeror shall be paid within thirty (30) days after it shall submit to the College its requisition for payment such part of the consideration to be paid hereunder to the Offeror for its Work as the reasonable cost of the Work performed on the project by the Contractor at the time of such termination bears to the reasonable cost of the whole Work undertaken by the Contractor hereunder, plus the cost of any materials specifically purchased for the Work by the Contractor. Offeror shall not be entitled to recovery of anticipatory profits which have not been earned at the time of termination. Payment for materials shall be made only upon delivery of the materials to the site, and delivery of receipted invoices indicating payment in full therefor, and if requested by the College, releases of liens therefor, and such materials shall thereupon become the property of the College. Termination hereunder shall become effective by delivery to the Offeror of written notice of termination upon which the effective date of termination shall be specified.
- 47.2. TERMINATION BY DEFAULT:** The College may, by written notice of default to the Contractor, terminate the whole or any part of the Contract whenever the Offeror shall default in the performance of this contract and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure default within ten (10) calendar days period after receipt of written notification from the College specifying the default. Should the contract be terminated by the College for failure to perform on the part of the Offeror, no additional compensation shall be paid. In case of failure to deliver services in accordance with the contract terms and conditions, the College, after due oral or written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the College may have. If, after notice of termination of this Contract under provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of the Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- 47.3. RIGHT TO STOP WORK:** If the College determines, either directly or indirectly, that the Offeror's performance is not within the specifications, terms or conditions, 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 reserves the right to terminate the contract and also reserves the right to re-issue the solicitation for the contract if it is decided that performance is not within the specifications as set out.
- 47.4. TERMINATION BASED ON LACK OF FUNDING:** Any contract awarded as a result of a College solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. The appropriating authority for the College is deemed to be the Board of Trustees of Frederick Community College. Insufficient funds shall be grounds for immediate termination of solicitation.
- 48. TIME FRAME:** The Offeror is expected to complete the project in accordance with the Tentative Project Schedule.
- 49. PROJECT MANAGER:** A College will assign a project manager to this project. They will coordinate the activities of the Offeror with the College. Additionally, the College shall provide access to the areas covered by this solicitation, except as may be otherwise identified herein.
- 50. NON-HIRING OF EMPLOYEES:** No employees of the College or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this contract shall, during the pendency or term of this contract and while being employed, become or be an employee of Offeror.
- 51. NON-DISCRIMINATION:** Offeror represents and warrants that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, sexual orientation, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Offeror further agrees to post in conspicuous places notices setting forth the provisions of this non-discrimination clause and to take affirmative action to implement the provisions of this section. Offeror further

assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status, except as mandated by law.

52. **ASSURANCE OF NON-CONVICTION OF BRIBERY:** 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.
53. **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 submitted; 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 herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.
54. **DESIGN AND ENGINEERING DOCUMENTS:** Unless otherwise specified, the design and engineering documents (if applicable), furnished for this project shall be in accordance with industry standards.
55. **UNDERSTANDING:** The submittal of a solicitation response shall indicate that the Offeror thoroughly understands the terms of this solicitation and is familiar with the requirements set forth to include submittal requirements by State of Maryland agencies: Maryland Higher Education Commission (MHEC), Department of General Services (DGS), and Department of Budget Management (DBM).
56. **GOVERNING LAW/CODES:** Any contract entered into as a result of this solicitation will be governed by the laws of the State of Maryland. The Offeror 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 Offeror's ability to perform contractual requirements. This includes compliance with the current City of Frederick Land Management Code. In the event that a provision or specification in this solicitation is in conflict with applicable laws and regulations, the Offeror must inform the College, indicate such in its response, and propose alterations to the conditions specified.
57. **FREDERICK COMMUNITY COLLEGE RESERVED RIGHTS:** The College reserves the right to adopt any or all portions of the Offeror's Bid/Proposal to best serve the needs of the College. The College also reserves the right to modify or waive minor irregularities and technical defects in the firm's Bid/Proposal if deemed to be in the best interest of the College.
58. **CONTRACT TYPE AND PAYMENT SCHEDULES:** Precise payment date(s) will be finalized during contract negotiations. The College expects to pay only the primary firm for all work performed as a result of this solicitation. Thus the primary firm will be obligated to appropriately compensate any and all consulting firms and/or subcontractors, if applicable.
59. **JOINT VENTURES:** If the Offeror is a joint venture firm, the Offeror must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as specified. Additionally, all other information requested shall be provided on all parties. As part of the technical proposal submission, the Offeror must identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document. The information provided under this category of Profile of Offeror will be evaluated for each joint venture party based on its percentage of the joint venture firm. Joint ventures must also provide the following information:
 - history of joint venture experience for all parties;
 - specific history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project; and
 - a listing of all joint venture parties and each party's percentage of the joint venture firm. A copy of the signed, joint venture agreement must be provided to the College for its review and approval prior to issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the College.

Additionally, it should be noted that if the Offeror is a joint venture firm, of the five (5) projects submitted as

relevant experience, a minimum of three (3) projects must be from the majority joint venture party.

- 60. REGISTERED SEX OFFENDERS:** Individuals who are registered sex offenders are not eligible to work on this project. The Contractor (and his subcontractors and suppliers) shall check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee assigned to work on this project. This provision applies to all individuals that may be working on the Owner's property, making deliveries or visiting the owner's property for business purposes. In the event that a registered sex offender is discovered working on the Project, whether through employment by the Contractor, subcontractor, or equipment or material supplier, the Contractor shall immediately remove the individual from the premises and permanently terminate his work assignment. If the Contractor is found to have violated this provision subsequent to an award by the Owner, the Contract may be immediately terminated the Owner's sole discretion if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

**Frederick Community College
Terms and Conditions
Attachment A**

The Offeror shall provide insurance pursuant to the limits set forth below:

Type of insurance

Limit of liability

Part 1 Worker's Compensation Insurance

as required by statute

Part 2 Employers Liability:

Bodily Injury by Accident

\$ 500,000.00 each accident

Bodily Injury by Disease

\$ 500,000.00 policy limits

Bodily Injury by Disease

\$ 500,000.00 each employee

Commercial General Liability Insurance,*

to include, premises, products, completed operations, personal injury and contractual:

Aggregate to apply Per Project./Per Location,

Each Occurrence

\$1,000,000

General aggregate Limit (Per Site)

\$2,000,000.00 aggregate limit

Products and complete operation

\$1,000,000.00 each occurrence

Personal & advertising injury

Limit

Fire damage

\$1,000,000.00

Medical Expense (Any One Person)

\$ 50,000.00

General Liability insurance shall provide coverage for:

\$ 10,000 each occurrence

Completed Operations to meet the Statute of Repose & Statute of Limitations;

Independent Contractors

Contractual Liability

Broad From Property Damage

Liability arising from Explosion, Collapse and Underground Damage (X, C, U)

Option (b1)

Automobile Liability Insurance, including owned, non-owned and hired vehicles

Bodily injury liability

\$1,000,000.00 each person

Property damage liability

\$1,000,000.00 each occurrence

Option (b2)

Combined single limit Bodily injury or property damage liability

\$1,000,000.00 each accident

Umbrella Excess Liability (true following form)*

\$1,000,000.00 per Occurrence

\$1,000,000.00 General Aggregate

\$1,000,000.00 Products &

Completed Operations

Any construction contractor providing Mass Grading, Masonry, Structural Steel,

Superstructure or foundation concrete, Mechanical or Electrical contractors shall be

required to carry the following Umbrella Excess Liability (true following form) minimum

limits:

\$8,000,000.00 Each Occurrence

\$8,000,000.00 General Aggregate

\$8,000,000.00 Products &

Completed Operations

Contractors Pollution Liability for contractors engaged in testing for, monitoring, clean-

up, removal, containing, detoxifying, neutralizing, transporting, handling, storage

treatment, or disposing of or processing any waste pollutants.

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

** CGL & Umbrella limits can vary, but the combined per Occurrence and Aggregate totals must meet or exceed the required occurrence and aggregate limits specified above*

End of Section C

INFORMATION FOR OFFERORS SUBMITTING PROPOSALS

(Section D)

1.0 PROPOSAL DOCUMENTS

The proposal documents may be obtained electronically by downloading them directly from the Frederick Community College Bid Board at www.frederick.edu/bidboard.

NOTE: Prospective offerors who have received this document from a source other than the College's Issuing Office should immediately go to the Frederick Community College Bid Board to ensure that they have received the complete documents and any addenda or changes. An offeror's failure to monitor the website may result in non-receipt of important information prior to the closing date and may cause rejection of a bid or proposal.

2.0 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference will be held on March 16, 2022 at 2:00 P.M. local time at Frederick Community College, Building G, Gambrell Hall, Room G206. A walk-through of the project site will be conducted at the conclusion of the pre-proposal conference.

3.0 SUBMISSION OF PROPOSALS

- 3.1 Proposals must be delivered and received by **2:00 PM local time on April 4, 2022**. One (1) hard copy and one (1) USB copy of the technical proposal must be received at Frederick Community College, Gambrell Hall, Office of Procurement, Room G222, 7932 Opossumtown Pike, Frederick, MD 21702.
- 3.2 Proposals received after the time and date specified, or at a different location than specified, will not be opened or given any consideration.
- 3.3 Oral, telephonic, faxed or emailed proposals are invalid and will not be given any consideration.
- 3.4 All costs incurred by the responding offerors associated with the preparation, submission, presentation of proposals, and attendance at meetings, including, but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the offeror(s) and will not under any circumstances be reimbursed by the College.

4.0 LATE PROPOSALS

- 4.1 It is the offeror's responsibility to ensure that their proposal and all the items required for submission are received by the Procurement Office, no later than the date and time specified in this proposal. Proposals may be submitted at any time prior to this date and time. Late proposals will not be considered and will not be opened.

5.0 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS

- 5.1 In the event that the College is closed as a result of inclement weather or for other unanticipated reasons, proposals will be due on the next day that the College is officially opened, at the same time specified. In the event that the College has a delayed opening on the date that the proposals are due, the proposal due date and time will not change. Information regarding College closings or delayed opening may be obtained by calling 301-846-2400.

6.0 CONTACT POINTS

- 6.1 All contacts with Frederick Community College regarding any matter concerning this Request for Proposal (RFP) must be in writing through the following Frederick Community College representative:

Elaine Marshall
Procurement Administrator
emarshall@frederick.edu
NO PHONE CALLS

- 6.2 Under no circumstances are offerors, 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. Offerors failing to comply with this requirement may be disqualified.

7.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

- 7.1 Offerors must carefully examine the RFP. Should any offeror find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the offeror should direct inquiries and/or requests for clarification of the documents, specifications, or the process as a whole to the appropriate contact above.
- 7.2 All questions regarding the RFP shall be directed, in writing, to the contact name in 6.1 above, as early as possible but no later than 2:00 P.M. local time on March 22, 2022. Offerors are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any question(s) and to respond or not respond to any questions received after the above cut-off date/time for questions.
- 7.3 Offerors shall be responsible for reviewing and coordinating the submission of clarifications request by subcontractors or vendors. Clarification requests made directly by subcontractors or vendors will not be accepted by the College.
- 7.4 Clarifications of the RFP, in the form of addenda, will be posted on the Frederick Community College Purchasing Bid Board at www.frederick.edu/bidboard by the College, as it deems appropriate and necessary to do so. The College reserves the right to waive any and all proposal technicalities, formalities or informalities, at any time prior to or after the date of receipt of proposals, as it deems appropriate and in the College's best interest.

8.0 ADDENDA AND CHANGES TO THE REQUEST FOR PROPOSAL

- 8.1 The College reserves the right to change the contents of this solicitation where necessary for the proper fulfillment of the intentions of this request. Changes will be made in the form of written addenda and posted to the Frederick Community College Purchasing Bid Board at www.frederick.edu/bidboard. **Note:** There may be multiple addenda, and it is possible there will be no addenda.
- 8.2 It is the offeror's sole responsibility to monitor the website to ensure that they download any posted amendments, addenda or clarifications prior to submitting their bid or proposal and duly acknowledge receipt of said amendments or addenda on the proper bid form. Failure to do so may result in non-receipt of important information prior to the closing date and may cause rejection of a proposal. It is highly recommended that the submitting offerors ascertain if they have received all the addenda posted prior to submitting their proposal. Failure of any offeror to obtain any such addenda or interpretation shall not relieve such offeror from any obligation under his/her proposal as submitted.
- 8.3 All addenda shall become part of the Request for Proposal documents. Verbal changes to the RFP are not valid unless confirmed by written addenda.
- 8.4 If conflicts, discrepancies, ambiguities, or omissions in, or between, the Request for Proposal documents, site conditions, etc., are not brought to the attention of the College before the closing time of the proposal, the interpretation and intent of the Request for Proposal documents shall be as determined by the College in its sole discretion. In such an instance, the decision of the College shall be binding and no claims for extra costs will be entertained.

9.0 EXAMINATION AND ACCEPTANCE OF SOLICITATION DOCUMENTS

- 9.1 The submission of a proposal shall serve as verification that, at the time of receipt of the proposal, the offeror has read and is thoroughly familiar with the Request for Proposal documents (including all addenda); has examined and finds the specifications adequate; and agrees that what the drawings and specifications require, for any part of the work, the required result can be produced.

Failure or omission of an offeror to examine any form, instrument or document shall in no way relieve an offeror from obligation to his/her proposal.

10.0 ERRORS IN PROPOSALS

- 10.1** Offerors are responsible for the accuracy of their proposals. Offerors may withdraw or modify a proposal if notice of withdrawal or modification is received by the Procurement Administrator before the latest time specified for the receipt of proposals. All proposals are considered final after the date and time designated for receipt of proposals. Proposals may not be withdrawn, modified or canceled for a period of one hundred and twenty (120) calendar days after the date and time designated for receipt of proposals.

Withdrawal of a proposal after the deadline for receipt of proposals will not be permitted, except 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 offeror; in this instance, an exception may be made at the sole discretion of the College.

Negligence on the part of the offeror in preparing its proposal confers no right of withdrawal, modification or cancellation of the proposal after the deadline for receipt of proposals.

- 10.2** Offerors are responsible for the accuracy of their proposed prices. In the event of a discrepancy between the unit price and its extension, the unit price will govern. In the event of a discrepancy between written words and figures on the proposal forms, the amount stated in written words will govern.
- 10.3** The College reserves the right to contact any and all offerors 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 best interest of the College.

11.0 PREPARATION AND SUBMISSION OF PROPOSALS

- 11.1** Offeror shall supply all data required including forms, required documents and requested Information. Offerors are hereby advised that failure to use or fully complete the proposal forms as defined herein for the submission of proposals may result in a proposal being determined to be technically non-responsive.
- 11.2** Two forms of submission are required:
1. One (1) hard copy of the technical proposal and one (1) hard copy of the price proposal, each marked "Original" are to be provided by the offeror
 2. Copies of both the technical proposal and the price proposal on a USB Flash Drive
- 11.3** In the event of a discrepancy between the submittals, the hard copy original will prevail.
- 11.4** All submitted versions must follow the same format and must be identical in content. Each electronic submittal (technical proposal and price proposal) must be submitted as one document. Do not submit the electronic copies as multiple documents/files.
- 11.5** Technical proposals and price proposals submitted must include all the prescribed forms signed with all the attachments and requested information prepared in accordance with the format outlined in the Instructions and Format for Technical Proposals (Section E) submittal section, and Instructions, Format and Forms For Price Proposals (Section G) submittal section of this document.
- 11.6** Proposals must be neat and legible and signed by an authorized officer of the offeror. Blank spaces must be filled in, either in ink or typewritten, both in words and figures. The person signing the proposal must initial erasures on or changes to the forms.

- 11.7 It is mandatory that the RFP envelope labels, as shown below, are used or this exact information is provided on the envelopes of the sealed proposal packages. Failure to do may cause the proposal to be rejected.

Proposal Envelope Labels:

<p>RFP ENVELOPE LABEL – <i>TECHNICAL PROPOSAL, Package 1</i></p> <p>Data Center Move Consulting and Moving Services RFP 22-IT-01 DUE April 4, 2022, 2:00 PM</p> <p>Offeror’s Name and Address: _____ _____ _____</p>

<p>RFP ENVELOPE LABEL – <i>PRICE PROPOSAL, Package 2</i></p> <p>Data Center Move Consulting and Moving Services RFP 22-IT-01 DUE at Time of Offeror’s Technical Presentation</p> <p>Offeror’s Name and Address: _____ _____ _____</p>
--

12.0 ITEMS REQUIRED FOR PROPOSAL SUBMISSIONS

In order for your proposal to be considered, you must submit all requested information and completed forms in both written and electronic formats.

The following items must be included with your submission:

12.1 TECHNICAL PROPOSALS

- Work Proposal (Section E – 1a) (compiled by offeror)
- Experience (Section E – 2a) (compiled by offeror)
- Key Personnel (Section E – 3a) (compiled by offeror)
- Project Schedule Confirmation (Section E – 4a) (compiled by offeror)
- References (Section E – 5a) (form provided)
- Conflict of Interest Statement Form (Section E – 6a) (form provided)
- Ethics Statement Form (Section E – 7a) (form provided)
- Minority Business Enterprise Information Form (Section E – 8a) (form provided)
- Addenda Acknowledgment Form (Section E – 9a) (form provided)
- Additional Information (Section E – 10a) (compiled by offeror):
 - Proof of Insurance
 - Financial Stability

PRICE PROPOSALS

- Price Proposal and Signature Form (Section G)

Failure to include all of the documents and information may render the proposal non-responsive and the offer may be rejected.

13.0 EVALUATION OF PROPOSALS

- 13.1** Technical merit, which includes the technical proposal and the technical presentation, will weigh more heavily than price. Technical merit weight is 70%. The weight for pricing is 30%.
- 13.2** Evaluation will occur in three phases. Each phase will be scored and the scoring will be finalized before moving to the next phase.
- 13.3** In **Phase One**, the technical proposals (Package 1) will be opened and the offeror's names recorded. A College Evaluation Committee will review the technical proposals and use information submitted to evaluate these proposals. Each submission will be reviewed for responsiveness. The College may make such investigations as are deemed necessary to determine the ability of an offeror to provide the work as specified herein.
- 13.4** Technical proposals shall be evaluated by the Evaluation Committee in accordance with the specifications and evaluation criteria contained herein. Each proposal shall be reviewed and scored using the criteria and the committee will develop a short list of top scoring offerors.
- 13.5** In **Phase Two**, only those offerors on the Evaluation Committee's short list will be invited to clarify their proposals by making individual presentations to the Evaluation Committee. It is anticipated that offeror technical presentations will be conducted April 27-April 28, 2022, so offerors are advised to set aside those calendar dates accordingly so as to avoid any conflicts. Offeror technical proposals are mandatory and will consist of a one hour technical presentation by the offeror followed by a thirty minute question and answer period, for a total time of an hour and a half. Submit price proposal at Technical Presentation.
- 13.6** The offeror technical presentation shall focus on the technical solution the offeror is putting forward for consideration. The marketing component of the presentation should be minimal.
- 13.7** In **Phase Three**, the price proposals (Package 2) of the short listed offerors will be opened and the bid amount recorded by the Procurement Administrator. These results will be provided to the Evaluation Committee.
- 13.8** The Technical scores (technical proposal and technical presentation) and the price score will be tabulated to determine the final rankings
- 13.9** FCC may invite "best and final offers" as deemed to be in the best interest of the College.
- 13.10** Award shall be recommended by the Evaluation Committee for the offeror judged to be best qualified and provide the best value to render the services based on the technical and price proposal submittals.
- 13.11** Upon approval of award by FCC Board of Trustees, and after all required documents have been received, Notice to Proceed shall be given.
- 13.12** 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.

14.0 AWARD OR REJECTION OF PROPOSAL

- 14.1** The contract shall be awarded to the most responsive and responsible offeror complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of Frederick Community College to award the contract. The College reserves the right to not award the contract to any offerors.
- 14.2** Frederick Community College reserves the right to reject any and all proposals, at any time, whenever such is in the best interest of the College. An offeror's proposal may be rejected for one or more of, but not limited to, the following reasons:
- Failure of the offeror(s) to submit a timely proposal;
 - Failure of the offeror(s) to provide the required information;
 - Failure of the offeror(s) to respond to the request for clarification, presentation, or demonstration;
 - Failure of the offeror to follow the prescribed RFP preparation, submission, and response format instructions;
 - Collusion among or between offerors;
 - Unbalanced proposals, that is, proposals in which the prices quoted for some work are out of proportion to those quoted for other work;
 - Lack of responsibility on the part of the offeror;
 - Financially unstable offeror;
 - Failure of the offeror to successfully negotiate a contract;
 - Submission of a proposal that does not meet the College requirements as outlined herein;
- 14.3** The College reserves the right to reject any proposals if the evidence submitted by, or investigation of, such offeror fails to satisfy the College that such offeror is qualified to carry out the obligations of the contract herein.
- 14.4** The College reserves the right to use its best judgment in choosing to notify or not to notify offerors who submit non-responsive proposals.
- 14.5** Conditional proposals will not be accepted.
- 14.6** The College reserves the right to reject any subcontractor and request substitution.
- 14.7** The College reserves the right to make an award with or without negotiations.
- 14.8** If the offeror 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 offeror, and such offeror shall fulfill every stipulation included herein, as if the offeror 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 proposal as its best interest may require.

15.0 TERMINATION FOR THE CONVENIENCE OF THE COLLEGE

15.1 The performance of the work or services from this Request for Proposal may be terminated, in whole or in part, whenever the President of the College shall deem that termination is in the best interest of the College. In such event, the College shall be liable only for payment in accordance with the payment provisions of this contract for work or services performed or furnished prior to the effective date of termination, plus reasonable costs of termination, if any, which costs shall be specifically approved by the College in writing. The offeror shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivering to the offeror a written notice of termination upon which date the termination becomes effective.

16.0 TERMINATION FOR DEFAULT

16.1 The performance of the work or services from this Request for Proposal may be terminated by the College, in whole or in part, from time to time, effective upon receipt of notice, whenever the offeror shall default in the performance of this contract and fails to make progress in the prosecution of the contract work or endangers such performance and shall fail to cure such default within ten (10) calendar days period after receipt of written notification from the College specifying the default. In the event the contract is terminated by the College for failure to perform on the part of the offeror, no additional compensation shall be paid.

17.0 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT

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

17.2 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 RFP, the offeror'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 offeror.

18.0 CONTRACT TYPE, TERM AND PAYMENT SCHEDULES

18.1 Award may be made in the best interest of the College to the lowest responsible, responsive offeror who can meet the terms, conditions, and specifications of this solicitation and that represents the best value for the College.

18.2 The contract duration is up to one year.

18.3 Payment is based on Net 30 days from receipt of monthly invoice and delivery of satisfactory services as determined by the College.

19.0 PRICING

19.1 The submitted prices must include all charges and costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to offeror's omission.

19.2 Pricing shall remain firm for the initial contract period. All subsequent price adjustment requests must be submitted in writing and approved by Frederick Community College.

End of Section D

INSTRUCTIONS AND FORMAT FOR TECHNICAL PROPOSALS (Section E)

PACKAGE ONE (TECHNICAL PROPOSAL) SUBMITTAL INFORMATION AND FORMS

All proposals are expected to be prepared in accordance with the format listed below. Submit one (1) original copy of the technical proposal, clearly identified, and one (1) electronic copy on a USB Flash Drive, must be submitted, signed, sealed, and endorsed with the RFP envelope label or the exact information clearly marked on the outside of the separate sealed envelope. The electronic copies must be submitted as a single document. Do not submit the electronic copies as multiple documents/files.

Proposals should be received in the Office of Procurement as indicated in Section D of this document. The proposal should address each section as outlined below and include all requested information, attachments, and signed forms in order for the Evaluation Committee to make a proper and complete evaluation of your capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.

Submittals shall be prepared simply and economically, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the Request for Proposal/Scope of Services. Emphasis should be on completeness and clarity of content.

All technical proposals shall be sealed within one envelope and be clearly marked with the supplied label. Offerors are requested to format their technical proposals so that the information provided corresponds directly to, and is identified with, the numbering scheme identified below. Include a table of contents for ease in finding necessary information.

A Transmittal Letter is Required: Please label as such. It should include an introduction of the submittal, a brief summary of overall offeror qualifications, and a summary of the reasons why the College should select the responding offeror to perform the identified services. The letter **must** contain the name and contact information (telephone and email address) of the person for subsequent contact. The transmittal letter shall preface the technical proposal.

PHASE ONE (TECHNICAL PROPOSAL) SUBMITTAL INFORMATION

Phase One Submittals shall include Sections 1 through Section 10.

Please organize your Technical Proposal in the order listed below. Each section must be clearly labelled for easy identification.

SECTION 1 – WORK PROPOSAL (To Be Compiled by Offeror)

- a. This document shall contain a full understanding of the needs of the College (see Section A – Scope of Services) as demonstrated by the offeror's work proposal and shall be clearly titled "Work Proposal."

SECTION 2 – EXPERIENCE (To Be Compiled by Offeror)

- a. Provide experience, qualifications and technical competence of the offeror in a document titled "Experience." Include a statement describing the offeror's background information, history, resources, and record of accomplishment for such projects. Explain why the offeror is qualified to execute the project.

SECTION 3 – KEY PERSONNEL (To Be Compiled by Offeror)

- a. Identify the key project personnel your firm will assign to this project; include name and contact information for the project manager. Provide the names and describe previous experience by the personnel who will be assigned to the project. Include brief resumes with their current project

assignments and the percentage of their time available for this project, as well as experience with projects of similar size, complexity, and scope. Provide copies of relevant certifications.

SECTION 4 – PROJECT SCHEDULE CONFIRMATION (To Be Compiled by Offeror)

- a. On a separate sheet include a statement acknowledging that the Tentative Project Schedule is acceptable to the offeror. The schedule shall not exceed the time limits identified in the Tentative Project Schedule.

SECTION 5 – REFERENCES (Form Provided)

- a. Provide at least three (3) client references for projects of similar size and scope. Include contact names and phone numbers, address, and email address. Make sure that the provided information is current and accurate. The reference form is provided and must be returned with the offeror's proposal package. References will be checked for short listed offerors only.

SECTION 6 – CONFLICT OF INTEREST STATEMENT (Form Provided)

- 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. A copy of the Conflict of Interest Statement is included in this section and must be completed and returned with the offeror's proposal package.

SECTION 7 – ETHICS STATEMENT (Form Provided)

- a. 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. A copy of the Ethics Statement is included in this section and must be completed and returned with the offeror's proposal package.

SECTION 8 – MINORITY BUSINESS ENTERPRISE FORM (Form Provided)

- a. This form allows the College to track and maintain a list of potential Offerors that are classified as minority businesses.

SECTION 9 – ADDENDA ACKNOWLEDGMENT FORM (Form Provided)

- a. This form must be signed to document that the offeror acknowledges any solicitation addenda posted on the Frederick Community College Bid Board.

SECTION 10 – ADDITIONAL INFORMATION (To Be Compiled by Offeror)

- a. The following information must accompany this proposal. It should be attached with a cover sheet indicating Section 10 – Additional Information. Moreover, each attachment included shall be clearly marked with the corresponding item number and description of attachment as referenced in the RFP so that it is easily identified (i.e. Financial Stability):
 - 1) Proof of Insurance: Offerors shall provide a letter from their insurance company or a copy(s) of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company(s) and insurance agent(s), effective date(s) and coverage amounts as specified under the statement of College requirements include herein. Additionally, the proof(s) of insurance shall verify that the primary offeror, if awarded the contract, will hold in their company's name, all required insurance at the specified limits. Provide the following data on professional

and general liability insurance carried by the firm: policy limits, claims made or occurrences. Provide insurance certificates substantiating this data.

2) Financial Stability: Offeror will provide satisfactory evidence of financial stability. This may include but is not limited to:

- A current and complete Dun & Bradstreet report inclusive of a Dun & Bradstreet rating.

OR

- Provide independently audited or compiled financial statements for the two most recent complete years as proof of financial solvency, which should include Balance Sheet, Income Statement, and Statement of Cash Flows, as well as notes, disclosures and/or opinions as referenced in the auditor's letter. Failure to provide a complete set of audited or compiled financial statements upon request may render the firm's proposal non-responsive and ineligible for award.

Note: Failure to include all the documents and information may render the bid proposal non-responsive and the offer may be rejected.

End of Section E

FORMS FOR TECHNICAL PROPOSAL (Section F)

- **COMPANY REFERENCE FORM (1)**
- **CONFLICT OF INTEREST STATEMENT FORM (2)**
- **ETHICS STATEMENT FORM (3)**
- **MINORITY BUSINESS ENTERPRISE FORM (4)**
- **ADDENDA ACKNOWLEDGMENT FORM (5)**
- **NO RFP RESPONSE FORM**

COMPANY REFERENCE FORM (1)

REFERENCES FOR: _____

Frederick 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.

Qualifications of Offerors: The Offerors must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

Years in Business: Indicate the length of time you have been in business providing this type of service.

_____Years _____Months

Include the following information for no less than three (3) clients (an additional optional space is provided). Please ensure that the provided information is current and accurate.

Company Name: _____

Address: _____

Contact Person/Title: _____

Telephone Number: _____

Email Address: _____ Project: _____

Project Address: _____

Date Service Began: _____ Dates completed: _____ \$Value: _____

Company Name: _____

Address: _____

Contact Person/Title: _____

Telephone Number: _____

Email Address: _____ Project: _____

Project Address: _____

Date Service Began: _____ Dates completed: _____ \$Value: _____

Form Continues Next Page

Company Name: _____

Address: _____

Contact Person/Title: _____

Telephone Number: _____

Email Address: _____ Project: _____

Project Address: _____

Date Service Began: _____ Dates completed: _____ \$Value: _____

Company Name: _____

Address: _____

Contact Person/Title: _____

Telephone Number: _____

Email Address: _____ Project: _____

Project Address: _____

Date Service Began: _____ Dates completed: _____ \$Value: _____

All responses to this RFP must include the names, telephone numbers, email addresses and contact names of **three (3)** customers who have contracted for similar products/services. It is preferred that the references given be of an institutional or governmental nature, similar in size to FCC, for whom like services have been performed. Cited references must be able to confirm, without reservation, your firm's ability to provide the level of services mandated in this solicitation. References will be checked at the discretion of the College. The College reserves the right to reject an RFP based on an unsatisfactory reference. The College also reserves the right to request additional references using the offeror's services.

End of Company Reference Form

CONFLICT OF INTEREST STATEMENT FORM (2)

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

Company _____

Authorized Signature _____

Date _____

End of Conflict of Interest Form

ETHICS STATEMENT FORM (3)

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, Request for Proposal, or a Request for Bid 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 Bid for this procurement.

Company _____

Authorized Signature _____

Date _____

End of Ethics Statement Form

MINORITY BUSINESS ENTERPRISE INFORMATION FORM (4)

Note: This form must be completed and returned with the Bid/Proposal

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the (MDOT) Maryland State Department of Transportation? (Y/N)_____.
If yes, provide certification number: _____

2. Is the company a registered/certified MBE by any other state or local government agency? (Y/N)_____.
If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached).

Type	Issuing Agency	Certification No.

3. If applicable, circle the group(s) which qualify the company as a minority business enterprise.

- African-American Hispanic American-Indian Asian Women
- Disabled Other: _____

(NOTE: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above).

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

- African-American Hispanic American-Indian Asian Women
- Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or sub-offerors to accomplish any portion of the work.

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

Name (Please Type or Print)

Title

Signature of Above

Date

Company

End of Minority Enterprise Business Information Form

ADDENDA ACKNOWLEDGMENT FORM (5)

We, _____ acknowledge receipt of the following
(Offeror's Name)

Addenda to FCC RFP 22-IT-01:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

(Fill in all that apply. number of addenda may vary)

Signature of Authorized Offeror Representative

Print Name of Authorized Offeror Representative

Title of Authorized Offeror Representative

Date

End of Addenda Acknowledgment Form

NO BID RESPONSE FORM
(submit if applicable)

FREDERICK COMMUNITY COLLEGE

RFP Number: **22-IT-01**
RFP Title: **Data Center Move Consulting and Moving Services**

Please be advised that our company **does not** wish to submit a proposal/bid in response to the above-captioned Request for Proposal (RFP) for the following reasons:

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

SIGNATURE

PRINTED NAME

TITLE

DATE

COMPANY

ADDRESS

Please return to:

Frederick Community College
Attn: Elaine Marshall, Procurement Administrator
Gambrill Hall, Bldg. (G), 2nd Floor, Room G-222
7932 Opossumtown Pike
Frederick, Maryland 21702

End of No Bid Response Form

End of Section F

INSTRUCTIONS, FORMAT, and FORMS FOR PRICE PROPOSAL (Section G)

PACKAGE TWO (PRICE PROPOSAL) SUBMITTAL INFORMATION AND FORM

Please note: The price proposal must be submitted at the time of the offeror technical presentation.

Frederick Community College is a tax-exempt Government Entity; all pricing shall be exclusive of taxes. The College cannot authorize any seller/contractor to make tax-exempt purchases on the College behalf under the College certificate.

Price proposal submittals for Phase Two are expected to be prepared in accordance with the format listed Below. Submit one (1) complete hard copy of the price proposal (an original clearly identifiable and annotated as such) and one (1) electronic copy in a separate sealed envelope with the RFP envelope label or the exact information clearly marked on the outside.

The price proposal should address each section as outlined below and include all requested information, attachments, and signed forms. Price proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of the College officials.

PHASE TWO (PRICE PROPOSAL) SUBMITTAL INFORMATION

Phase Two Submittals shall include Section 1.

SECTION 1 – PRICE PROPOSAL AND SIGNATURE FORM (Form Provided)

- a) This document must accompany the proposal. It must be completed in its entirety and shall be signed by the person or persons authorized to legally bind the firm to all statements, including services and financials, information, and pricing that is contained in the proposal.
- b) The Price Proposal and Signature Form must be used. Pricing submitted in other formats will not be accepted.

PRICE PROPOSAL AND SIGNATURE FORM (6)
DATA CENTER MOVE CONSULTING AND MOVING SERVICES
RFP 22-IT-01
FREDERICK COMMUNITY COLLEGE

To Whom It May Concern:

I/We _____

of _____

The undersigned, having examined the RFP prepared by Frederick Community College, do hereby offer to furnish the necessary labor, materials, equipment, services, and insurance to accomplish the scope of work in accordance with the RFP, including addenda issued prior to date of receipt of bid/proposal, which is/are acknowledged via signature below.

1. SUBMITTAL OF BID/PROPOSAL:

By submitting a bid/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 bid/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. The undersigned also agrees and understands that this document, all addenda, and associated documents will become part of the final contract agreement.

2. ACCEPTANCE OF BID/PROPOSAL:

The undersigned agrees that this bid/proposal may be held by the College for a period not to exceed 120 days from the date stated for opening of Bids/Proposals. If written notice of acceptance of this bid/proposal is mailed, telegraphed or delivered to the undersigned within the time noted above, after the date of the opening of bids/proposals, or at any time hereafter before this bid/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 bid/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 bids/proposals, to waive any informalities in the bids/proposals, and to hold all bids/proposals for the period above noted.

3. TIME FOR COMPLETION OF WORK:

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

4. DECLARATION OF INTEREST:

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

5. ATTACHMENTS AND REQUIRED DOCUMENTS:

The undersigned acknowledges the attachments to this document and has included all of the required documents and forms with their submittal.

6. BID: (state in both words and numbers)

TOTAL CONTRACT PRICE – BID: The proposed total contract price to complete the work outlined in this RFP. The Total Contract Price includes ALL costs, including the required and necessary labor, materials, equipment, services; as well as all other associated costs required to successfully complete this procurement.

(In Words): _____ **USD**

(In Numbers): _____

Please Provide the Pricing Structure Breakdown:

Consulting Services	\$ _____
Moving Services	\$ _____
Total:	\$ _____

7. SIGNATURE OF FIRM:

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

Firm Name Title of Firm Representative

Name of Firm Representative Signature of Firm Representative

Contact Phone Number Email

Business Address

Dated this _____ day of _____, 20____.

If submitted by a corporation:

Corporation Name

Title of Individual Representing Corporation

of Corporation Representative

Signature of Corporation Representative

Name

Contact Phone Number

Email

Business Address

County _____

Names and Addresses of Officers:

Business Address

President

Business Address

Secretary

Business Address

Treasurer

Dated this _____ day of _____, 20____.

Please provide the following information:

Small Business (Y/N)

Woman Owned (Y/N)

Minority Business (Y/N)

FEIN: _____

DUNS: _____

Approved Minority DOT #: _____

End of Price Proposal and Signature Form

End of Section G