



HARFORD
COMMUNITY COLLEGE
DEPARTMENT FOR PROCUREMENT

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| SOLICITATION NUMBER AND TITLE: | RFP 23P-003: CUSTODIAL SERVICES |
| PRE-PROPOSAL MEETING: | MANDATORY March 6, 2023 9:00 AM LOCAL TIME Harford Community College - Conowingo Building |
| QUESTIONS DUE | March 13, 2023 2:00 PM LOCAL TIME Questions must be received by the date and time noted above via email to: Christine Carpenter at ccarpenter@harford.edu |
| SOLICITATION DUE DATE AND TIME | April 4, 2023 2:00 PM LOCAL TIME |
| DELIVERY LOCATION OF SUBMITTAL: | HARFORD COMMUNITY COLLEGE PROCUREMENT OFFICE 401 THOMAS RUN ROAD, BEL AIR, MD 21015 CONOWINGO BUILDING STE 105 |
| SHORTLIST INTERVIEWS | April 10-11, 2023 |
| BONDING REQUIREMENTS: | NONE |
| INSURANCE REQUIREMENTS: | Services with Third Party Crime |
| SOLICITATION DOCUMENTS: | https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp |

Harford Community College encourages small and minority businesses to respond to and participate in solicitation opportunities.

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GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

G1) COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document 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 herein.

G2) TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015-1627. NO COD SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

G3) PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

G4) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

G5) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over

shipments will be subjected to rejection and may be returned at Vendor's expense.

G6) ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

G7) TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

G8) ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original.

G9) INVOICES

Invoices and statements should be emailed to accountspayable@harford.edu. The purchase order number should be included on the invoice. Failure to do so will result in delayed payment. Invoices can be mailed to Harford Community College Attn: Accounts Payable 401 Thomas Run Road, Bel Air, MD 21015 Invoices sent by USPS will delay processing of payment.

G10) TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax as the exemption does not apply.

G11) INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or

performed by Vendor shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

G12) WARRANTY

The Vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

G13) INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

G14) HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local 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. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Coordinator for Campus Operations, Harford Community College, 401 Thomas Run Rd., Bel Air, MD 21015-1627. SDS must identify the contract number under which the products were supplied or used. The successful contractor shall submit Safety Data Sheets on any item

requested by the procurement manager or other College official.

G15) MINIMUM SAFETY REQUIREMENTS

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

G16) INSURANCE

The Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Harford Community College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to the College's Procurement Department, and the College shall be named as additional insured on the insurance certificate and all applicable policies.

G17) INDEMNIFICATION

The Vendor shall indemnify, defend, and hold harmless Harford County, Maryland, Harford Community College, the Board of Trustees of Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. Both parties hereto are subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

The College shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement. The Vendor shall protect, hold free and harmless, defend and indemnify the College including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this agreement. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of the Vendor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Vendor 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. Vendor shall, at all times, keep the College free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from furnishing of services (whether services, work or labor performed, or materials or equipment furnished) by the vendor.

G18) DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government action; nuclear incidents or explosions; acts of God; natural disasters, such as hurricanes, tornados, earthquakes, typhoons, floods, fires or other catastrophic natural event; epidemics or pandemics; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Director of Procurement. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

G19) CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

G20) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

G21) ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the

arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

G22) SUSPENSION OF WORK

The College, unilaterally, may order the Vendor, in writing, to suspend, delay, or interrupt all or any part of the contract for such period of time as he may determine to be appropriate for the convenience of the College.

G23) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

G24) TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

G25) TERMINATION FOR NON-APPROPRIATION

Harford Community College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION

Vendor certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Vendor 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 Vendor or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

G28) VENDOR SUSPENSION OR DEBARMENT

The Vendor certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards. ssss

G29) INDEPENDENT CONTRACTOR

The Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or

disability benefits, unemployment insurance benefits, or employee benefits of any kind.

G30) NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and

c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and

d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default

G33) COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

G34) AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222- 54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors 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, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

G35) POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person or business receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting

period to a candidate for elective office in any primary or general election.

G36) FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, 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 \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

G37) REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

G38) FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 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 State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

G39) ASSURANCE OF NON-CONVICTION OF BRIBERY

The Vendor 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 college, any state, or the Federal Government.

G40) MARYLAND PUBLIC INFORMATION ACT

The Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

G41) AUDIT

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

G42) RECORD RETENTION

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

G43) COMPLIANCE WITH LAWS

The Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

G44) MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

G45) VENDOR'S PRESENCE ON CAMPUS

The Vendor or Vendor's subcontractor will be required to have proper identification showing Vendor's or subcontractor's name and technician name at all times while on campus. The Vendor agrees that all employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers in enforcing rules, regulations and in internal security and theft control. The College shall have no responsibility for loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies and other personal property of vendor or its employees, subcontractors, or materialmen. Vendor's employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of: **No Tobacco Use of Any Kind on Campus including private vehicles.**

G46) NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide covered telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or

services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

G47) CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk.

G48) ASSIGNMENT

The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College

G49) SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G50) PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College, obtained in advance.

G51) RESERVATIONS

The College reserves the right to accept or reject any and all submittals in whole or in part, received as a result of any solicitation; to waive minor technicalities, or to negotiate with any or all responsible Vendors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College reserves the right to reject the submittal of a Vendor who, investigation shows, is not currently in a

position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

The College reserves the right to make such investigation as it deems necessary to determine the ability of the Vendor to provide the required services, and the Vendor shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Vendor is fully qualified to execute and complete the contract, the submittal may be rejected.

The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

G52) SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

HARFORD COMMUNITY COLLEGE
FORMAL SOLICITATION (RFP/IFB/RFQ)
TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition to the General Terms and Conditions

FS1) SOLICITATION ADVERTISEMENT AND SOLICITATION DOCUMENTS

Harford Community College solicitations are posted on the eMaryland Marketplace Advantage website, www.procurement.maryland.gov, for public notification only.

The Harford Community College's Procurement Bid Board is the only official repository of solicitation documents and any addenda, if posted. It is incumbent on Vendors to monitor Harford Community College's Procurement Bid Board to ensure that they have received the correct information, complete documents and any addenda. The College assumes no responsibility for verbal communications. Failure to monitor Harford Community College's Procurement Bid Board may result in a non-receipt of important information prior to the due date which may result in the rejection of a submittal.

Harford Community College's Procurement Bid Board may be accessed [here](https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp) or via the following link: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>.

FS2) ADDENDA

Should any vendor find discrepancy in the solicitation documents, or should the vendor be in doubt as to their meaning or intent of any part thereof, the vendor must, prior to questions due date and time, request clarification from the Director of Procurement in writing, who will clarify via a posted addendum on the Harford Community College Procurement Bid Board. All posted addenda shall form a part of the contract. The College will assume no responsibility for oral communications. Posted addenda must be acknowledged in the appropriate area of the solicitation submittal. Failure to acknowledge posted addenda may render the submittal as non-responsive.

FS3) FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed envelope, prominently marked with the solicitation number and title, the due date and time, and the name of the vendor. Required submittal documents must be completed in ink and signed by a person authorized to bind the vendor to a contract, if offered. Only original wet signatures or digitally certified electronic signatures will be accepted. Solicitation responses via email or facsimile shall not be accepted. When pricing is requested in both words and figures, the sum written in words shall govern in the case of any discrepancy. The College shall not pay any expenses incurred in the preparation or submission of any solicitation response. The College reserves the right to

consider informal any bid not prepared in accordance with instructions. Conditional or qualified submittals may be rejected.

FS4) CANCELLATION

The College may cancel or withdraw any solicitation, in whole or in part, at any time.

FS5) LATE SUBMITTALS

Submittals are due according to solicitation requirements. Submittals received after the specified due date and time will not be accepted.

FS6) SPECIFICATIONS / ALTERNATES COMPLIANCE

The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described. Failure to request clarification(s) by the questions due date and time is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Vendor in their submittal, however, the College reserves the right to reject any alternate(s) and require the specifications to be adhered to as indicated in the specifications.

FS7) VALIDITY

Submittals must be valid for a period of ninety (90) calendar days following the due date. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the College and the vendor.

FS8) WITHDRAWAL

Submittals may be withdrawn by the vendor at any time prior to the due date and time for the solicitation. Request for withdrawal must be made in writing to the College's Procurement Department.

FS9) ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before responding to a solicitation. Failure to do so will be at the Vendor's own risk; relief cannot be secured on plea of error.

FS10) SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be submitted to the Procurement Department at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above. The Director for Procurement will determine when

the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director for Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

FS11) PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

FS12) BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

FS13) MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

F14) CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

FS15) RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

FS16) COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the vendor. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

INSURANCE REQUIREMENTS

A. Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015, and its elected or appointed officials, and employees are to be named additional insured, designated in the Description of Operations Box, and must be listed as the Certificate Holder on the Certificate of Insurance.

B. Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract. Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.

C. Insurance coverage will be evidenced by Certificate of Insurance issued directly to the College and provide thirty (30) days written notice of cancellation or material change in coverage.

D. It shall be permissible for required liability limits to be met by combination of one or more policies.

E. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors. Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.

F. Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

G. Contractor shall obtain insurance in the specified minimum coverages and for himself and his subcontractor in connection with providing goods and services under this Contract.

H. The Contractor hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, Harford Community College officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees, subject to the limitations the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "State Government Tort Claims Act"). The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

I. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford Community College and its elected or appointed officials, related entities and employees to be additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of Workers' Compensation, to any coverage or self-insurance program available to the College and shall include waiver of each insurer's rights of subrogation in favor of the College.

J. It is understood that the coverages stated are minimums only. Contractors or Subcontractors may, at their own cost and expense, obtain insurance additional to that required by the College under this Contract.

K. All required insurance, with the exception of Workers' Compensation, shall be primary and non-contributory to any coverage or self-insurance program available to the College, and shall include waiver of each insurer's rights of subrogation in favor of the College.

L. The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.

M. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor, shall be required at any time to pay any sum because any employee of Contractor or its Subcontractor is or shall be considered as the employee of the College as provided in such Workers' Compensation laws, the Contractor shall repay to the College such sums paid by the College.

N. Evidence satisfactory to the College that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.

INSURANCE COVERAGE LIMITS

Prior to contract execution and during the progress of the work, the Contractor shall provide and maintain the insurance set forth below.

| <u>Type of Coverage</u> | <u>Limits</u> |
|---|--|
| Workers' Compensation and Employer's Liability | Statutory Limits for Maryland \$100,000 per accident \$100,000 disease each employee \$500,000 disease policy limit |

| | |
|---|--|
| General Liability (including bodily injury, property damage, personal and advertising injury contractual, premises, ongoing operations, products aggregate & completed operations liability) | \$1,000,000 each occurrence \$1,000,000 personal & advertising injury \$2,000,000 general aggregate per project \$2,000,000 products & completed operations |
| Business Automobile Liability Insurance (covering owned, hired, and non-owned vehicles) | \$1,000,000 combined single limit |
| Umbrella Excess Liability occurrence (following form of Primary General, Auto, and Employers Liability) | \$1,000,000 each \$2,000,000 aggregate |
| Third (3rd) Party Crime (dishonest acts of Contractor's employees which results in a loss to the College) | \$250,000 per occurrence |

Background: Harford Community College is a two-year public community college located on a 350-acre campus, thirty miles North of Baltimore and seven miles West of the U.S. Army Aberdeen Proving Ground. The College serves approximately 6,000 full and part-time students and 500 full-time faculty and staff, supporting both instructional and administrative activities.

1.1 Scope:

It is the intent of the College to contract with a reliable firm who shall provide labor, materials, equipment and supervision to clean and provide other duties as defined in this document for all Main Campus buildings and two (2) satellite sites, conforming to the cleanliness specifications stated herein. The Contractor's staff shall be professional in their work ethic and demonstrate a pride of ownership in their work.

1.2 Basis for Award:

The firm(s) with the highest combined technical scores and prices scores may be recommended to the Harford Community College Board of Trustees for an award of contract. Consideration may also be given to the following when making the award: what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements.

1.3 Contract Period:

The initial contract period will be one (1) year beginning July 1, 2023 with a renewal option for up to four (4) one-year option terms, based on satisfactory performance and exercisable at the sole discretion of the College.

.1 Escalation requests must be in writing no fewer than sixty (60) calendar days prior to the end of the contract term. Escalation requests shall be based on CPI-U, not to exceed 6%.

.2 The College shall provide written notice of its intent to exercise its renewal option and acceptance or denial of any escalation request at least thirty (30) calendar days prior to the end of the then current term.

1.4 Anticipated RFP timeline:

| | | |
|--|-------------------|--------------------|
| RFP Posted | February 22, 2023 | |
| Mandatory Pre-Proposal Meeting | March 6, 2023 | 9:00 AM local time |
| Questions Due | March 13, 2023 | 2:00 PM local time |
| Addendum Posted | March 17, 2023 | |
| RFP Closing/ Date due | April 4, 2023 | 2:00 PM local time |
| Technical Evaluations | April 5-7, 2023 | |
| Committee meeting/ price Proposal evaluation | April 7, 2023 | |
| Shortlist in-depth interviews | April 10-11, 2023 | |
| Finalist negotiation | April 12-17, 2023 | |
| Contract presentation to Finance and Audit | April 25, 2023 | |
| Contract presentation to Board of Trustees | May 9, 2023 | |

1.5 Preproposal meeting

One (1) mandatory accompanied site visit is scheduled for **Monday, March 6, 2023 at 9:00 AM**. Proposers shall meet in the lobby of the Conowingo building. A Campus Map is provided in **ATTACHMENT A**.

1.6 Proposal Format:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the items or services offered. The College will not be responsible for any submittal preparation or submission costs.

Proposal packages must be received no later 2:00 PM (local time) on April 4, 2023 at:

Harford Community College
Procurement Department
Conowingo Building, Suite 105
401 Thomas Run Road
Bel Air, MD 21015

Each proposal package must contain two separately sealed submittals, clearly labeled with the vendor's name and either "Technical Proposal Submittal" or "Pricing Proposal Submittal" as appropriate. The Technical Proposal package must be sealed separately from the Pricing Proposal package.

TECHNICAL PROPOSAL SUBMITTAL FORMAT:

The Technical Proposal submittal must be sealed and contain one (1) Original, three (3) hard copies, and one (1) PDF on a flash drive labeled "technical proposal". This technical proposal submittal should include:

- A brief transmittal letter, to include contact information, signed by an officer authorized to bind the form to its proposal
- All items in section 1.7
- Non Collusion and Suspension and Debarment Affidavits must be included with the Technical Proposal submittal. (**ATTACHMENT F**)

PRICING SUBMITTAL FORMAT:

The Pricing Proposal submittal, sealed separately from the Technical Proposal submittal, must contain one (1) original of the pricing form and one (1) PDF on a separate flash drive labeled "pricing proposal". Proposed pricing must be submitted on price proposal form provided in this solicitation document.

1.7 Evaluation criteria/ weight:

.1 Technical Proposal;

60 points

Profile of the proposer shall include:

- a. a company profile to include, at a minimum: the background and history of the company; size of the company including the number of employees; annual sales volume for each of the past three (3) years, and number of years in the business.
- b. a minimum of three (3) current references of similar score, performed in the past five (5) years on the form provided. References from higher education customers are preferred and will be awarded additional weight. (**ATTACHMENT E**)
- c. Resumes of the proposed account manager(s) demonstrating relevant experience and expertise.

- d. a business/functioning office location within approximately 1 hour of the College Main campus.
 - e. Copies of required certifications: CIMS-GB or GS 42
 - f. Detailed Response to the RFP and its specifications, requirements, and requests.
 - g. Proposed Staffing Plan -provide a detailed listing of proposed personnel positions, job assignments, staffing and schedules.
 - h. Contractor shall explain how, and to what extent, background checks on its employees are performed.
 - i. Contractor shall have in place, and be able to demonstrate, a Quality Assurance Program including monthly verifiable inspections.
 - j. Contractor shall explain their training program and the frequency of provided training.
 - k. Employee Benefits: Contractors shall delineate clearly all benefits, including health care and vacation that are provided to their employees.
 - l. Minimum wage rates shall apply to this contract, the proposer shall confirm that THIS REQUIREMENT IS MET.
 - m. The Contractor shall describe in its proposal how it retains good employees, minimizes turnover of personnel, or otherwise ensures continuity of quality services. The Contractor shall include an explanation of its wage structure, wage increases, benefits and other incentives used to retain good employees.
2. Pricing proposal: 30 points
Pricing shall be submitted on the form provided. Any optional services may be provided on an additional sheet.
3. Shortlist and proposal review meeting 10 points
- a. The College will shortlist the proposer(s) based on their technical and price proposal response. The College will conduct a proposal review meeting with short listed proposer(s)
 - b. These meetings may be held on April 10-11, 2023. Proposer(s) should hold these dates open for a possible proposal review meeting.

1.8 Evaluation Process

- .1 Step 1: Technical Proposal evaluation: The evaluation committee will review and score all technical proposals. Proposers whose technical proposals scores are in the competitive range, in the opinion of the evaluation committee, will have their price proposal opened and ranked.
- .2 Step 2: Price proposals: The proposal with the lowest total price shall be awarded all possible price points. Higher cost proposals will be awarded points prorated from the lowest cost score. All scores will be tallied. Those proposer(s) whose scores are in the competitive range will be invited for a shortlist interview.

- .3 Step 3: Shortlist interviews: The Committee may conduct interviews with the shortlisted proposers.
 - a. These meetings will be held on April 10-11, 2023. Proposer(s) should hold these dates open for a possible interview.
- .4 Step 4: Negotiations: The College may negotiate with top rated Proposer. If a mutual agreement cannot be met, the College will go to the next highest ranked proposer to negotiate. This will continue until a mutually agreed upon contract can be found.

1.9 Pre-Start Up Meeting:

- .1 The successful Contractor and their supervisory personnel shall be required to attend an in-depth start-up meeting no fewer than fourteen (14) calendar days prior to contract start date. The meeting shall include a walk-through of all sites, verification and acceptance of required equipment and personnel.
 - a. The Contractor shall submit at the mandatory Pre-Start Up meeting, information for the site supervisor(s) and all employees, to include the following as a minimum:
 - Name
 - Permanent address
 - Telephone number
 - Social Security Number
 - Copy of current driver's license or identification card
 - Results of background checks and any drug tests performed.

1.10 Sites to be Serviced

| | | |
|---------------------|----------------------|------------------------------|
| | Ancillary Site: | Ancillary Site: |
| Main Campus | Amoss Center | Towson University North East |
| 401 Thomas Run Road | Harford Technical HS | 510 Thomas Run Road |
| Bel Air, MD 21015 | Bel Air, MD 21015 | Bel Air, MD 21015 |

NOTE: Total square footage of each building at each site is provided in **ATTACHMENT B**.

1.11 Contractor and Contractor's Employees

- .1 The Contractor shall use competent personnel and management.
- .2 All employees shall be 18 years of age or older.
- .3 The College shall have the right to reject potential employees or to demand dismissal or reassignment of any employee working under this contract.
- .4 Supervisory personnel shall be present at the Main Campus throughout the day shift and evening shift Monday through Friday.
 - a. Employee(s) that work other than at the Main Campus shall be adequately supervised.
 - b. On-site supervisors will manage the execution and completion of work orders as provided by the Coordinator for Campus Operations or designee. Completed work orders will be turned in with initials and completion date.

- .5 The Contractor's employees shall wear uniform shirts that bear the company name or logo identifying them as employees of the Contractor, and wear name badges. Each employee shall be provided, at a minimum, six (6) uniform shirts and one (1) name badge for all staff, and uniform jackets for personnel that work outdoors and the site manager.
 - .6 The Contractor and all employees shall comply with the College's "no tobacco use" policy.
 - .7 The Contractor shall follow all applicable federal, state and local environmental, health and safety regulations.
 - a. The Contractor shall provide proof of certification to the Coordinator for Campus Operations that all employees are in compliance with the OSHA hazard communication and blood-borne pathogens standards as it pertains to training, safety, and equipment.
 - .8 The College has in place a Hazardous Communication Program and the Contractor shall be required to complete forms pertaining to this program.
 - .a Contractor and its employees shall be permitted to view the Chemical Information Lists and the SDS for all chemicals in the work area and shall be informed of the availability of the College's Hazard Communications Program.
 - .b This information exchange shall be conducted and coordinated through the Coordinator for Campus Operations.
 - .c If applicable, the Contractor and its employees shall provide verification of Hazard Communication training by submitting a completed College "Verification of Contracted Employees Training" form to the College's Coordinator for Campus Operations.
 - .9 Contractor must have a Full Time on-site dedicated Account Manager, with a minimum of five (5) years' experience in a facility of similar size and scope. The account manager is a salaried position not billable to the College. The salary shall be included within the annual Lump sum fee.
 - .10 Contractor must provide a computer for Account Manager, the College to provide network connection.
 - .11 Training and retraining of contractor's staff is the sole responsibility of the contractor and at no cost to the college. At no time shall untrained or unskilled personnel be allowed to work at the College.
 - .12 All day time staff, and the evening supervisor must possess the ability to understand and converse in English. This requirement does not apply to the evening cleaning crew.
- 1.12 Cleaning Specifications
- .1 It is the intent that all buildings be maintained at a high standard of cleanliness.
 - .2 The term "Clean" means the removal from the premises of trash, dirt, lint, marks, stains, spots, odors, film, grease and as defined by Levels of Cleaning provided.

- .3 The base proposal shall include a level 1½ (some areas level 1 and some areas level 2) as defined by industry standard, Association of Physical Plant Administrators (APPA) standard. The APPA Standards are defined in **ATTACHMENT C**.
- .4 A detailed schedule of the cleaning services required is provided in **ATTACHMENT D**.

1.13 Work Schedule

- .1 The contractor shall provide custodial personnel for day shift (generally between the hours of 6:00 AM - 4:00 PM) and evening shift (generally between the hours of 5:00 PM - 1:30 AM)
- .2 The Contractor shall provide one (1) person for cleanup split between general grounds and a building 7:00 a.m. to 3:30 p.m. Monday through Friday.
- .3 The contract shall provide one (1) full time employee to work at the Towson University North East (TUNE). Employee shall work 8:00 AM to 4:30 PM Monday through Friday. Contract shall provide one part time employee to work 4:00 PM to 9:00 PM Monday through Thursday. The part time employee's work schedule will be based on ten (10) months with the months of June and July not being required. Additional information for this position will be provided at the preproposal meeting.
- .4 Contractor shall clean all exterior windows and all interior windows. This work shall take place annually between August 1 and August 15th.
- .5 The Contractor is expected to enroll in the College's Emergency Alert system and follow all Closures. In the event of a College closure it is expected that Contractor's employees are paid regular rates.
- .6 Housekeeping is required for all days except:
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Labor Day
 - Juneteenth
 - Fourth of July
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day

1.14 Supplies, Equipment, and Storage

- .1 The College shall provide all chemicals, paper products, trash liners, hand cleanser, and waterless urinal chemical (Blue Seal), and cartridges. The Contractor's personnel shall fill all dispensers.
- .2 The Contractor shall provide the following cleaning equipment, all and associated supplies necessary to accomplish the required cleaning services.
 - One (1) high speed burnisher
 - Two (2) buffers
 - Two (2) low speed buffers with solution tanks
 - One (1) automatic scrubber

One (1) carpet extractor
Two (2) large floor fans

- .3 The Contractor provides all custodial carts, brooms, dust mops, PPE, etc.
- .4 The Contractor may store supplies, materials and equipment in custodial closets located in each building at the sites. All items shall be stored in an organized and clean manner and must be properly labeled. The College shall not be responsible for any Contractor-provided supplies, materials or equipment stored on-site.
- .5 Contractor shall provide HEPA filtered vacuums and associated supplies.
- .6 Contractor shall provide trash barrels with wheels at all sites. These barrels shall be used to transport and dispose of trash within the buildings. Employees shall not carry bags of trash from one place to the other or set them down anywhere on carpet or floors. All trash/ recycling is to be delivered to College provided dumpsters promptly.

1.15 Vehicles

- .1 The Contractor shall provide all vehicles. Only licensed drivers shall drive on College property. No College vehicles are available for use by the Contractor. All Contractor vehicles shall have current license plates and have valid insurance cards at all times. All contractor vehicles and equipment will be maintained and kept in safe and clean operational order. The college shall reserve the right to require specific repairs be made when the equipment or vehicles become unsightly or unsafe. The college will have the right to require unsafe or unsightly equipment and or vehicle be removed from the College property if repairs are not made.
- .2 Contractor shall provide a gas-powered utility vehicle (golf cart or similar), for the grounds position. This vehicle shall have a heated solid enclosed cab, front and rear lights, turn signals, a horn, and mirrors. Fueling of this vehicle indoors is prohibited.
- .3 Contractor shall provide a 16 ft box truck, with backup warning alarm. Parking will be provided.

1.16 Communications

- .1 The College will provide a minimum of three (3) 2-way radios for all staff. Radios are to remain on campus at all times.
- .2 The Contractor shall provide a cell phone for the supervisors and operations manager, and designees, where they can be reached 24 hours a day and shall call back within 15 minutes of the originating call from the College.
- .3 The Contractor shall provide fully trained back up personnel in case of illness, emergency, or vacations.
- .4 The Contractor shall meet monthly with the Coordinator for Campus Operations or designee to discuss contract performance.
- .5 The Coordinator for Campus Operations or designee shall decide all questions which may arise as to quality and acceptability of any services provided under the contract. If, in the opinion of

the Coordinator for Campus Operations or designee, the performance is/becomes unsatisfactory, the Contractor shall be notified immediately.

- a. Upon notice of unsatisfactory services, the Contractor shall have twenty-four (24) hours to initiate corrective action in any specific instance of unsatisfactory services.
- b. In the event the Contractor does not respond or has not initiated corrective action for unsatisfactory services within the twenty-four (24) hour timeframe after notification, the College shall deduct the total cost based on the personnel hourly rate for the period of the unsatisfactory service from any balances due the Contractor.

.6 Contractor shall attend quarterly business review meetings

.7 Contractor shall attend monthly building Representative meetings.

.8 Contractor shall have a 24/7 emergency on call staff with a response time of two (2) hours.

1.17 Overtime

- .1 The College shall pay overtime rates for special events and emergency calls outside of normal work hours with prior written approval.

1.18 Equipment and Property Damage

The Contractor shall be responsible for repair of any damage to the College's equipment and fixtures and restoration of any damage to the College's real property, beyond normal wear and tear, caused by the Contractor's cleaning activities. Repair and restoration shall be to the satisfaction of the College and shall be performed at no cost to the College.

1.19 Payment/Invoicing

- .1 The Contractor shall invoice monthly **in arrears**.
- .2 The Contractor shall submit invoices to the College, to accountspayable@harford.edu with a copy to the Coordinator for Campus Operations.
 - a. Invoices shall contain the following information:
 - 1) College-assigned purchase order number.
 - 2) Detailed listing of services provided, including extra work (if any), to be paid at the hourly rate specified in the Form of Proposal provided in the RFP.
 - 3) Detailed listing of non-regular services provided, subject to review and approval.

ADD ALTERNATE:

2.0 Event Set-Up/ Campus Moves

- .1 The Contractor shall further provide three (3) full-time employees at the Main Campus for conference/events set-ups and furniture and equipment moving.
 - a. Two persons shall normally work 7:00 a.m. to 3:00 p.m. Monday through Friday, and the other shall normally work 10:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise specified or agreed upon.
 - b. The Contractor shall provide additional employees as needed for set-ups during special events, with reasonable notice from the College, without overtime charge to the College. Reasonable notice by the College shall be a minimum of 48-hour advance notice.
- .2 The specific duties of the three (3) employees shall be provided by the Coordinator for Events, Sales, and Scheduling or their designee. One of these full-time employees shall attend weekly meetings.
- .3 Specific duties are but not limited to the following.
 - a. Must be able to lift 50 pounds and maneuver up to 100.
 - b. Ability to perform physical work requiring bending, stooping, reaching, carrying, and frequent heavy lifting.
 - c. Using good judgment, perform setup and breakdown of event related equipment throughout the College in a timely/accurate fashion.
 - d. Event related equipment consists of tables, chairs, floor covering, and staging as well as other equipment. To the best of their abilities follow instructions assuring proper room setup of equipment and make suggestions related to event set ups thus contributing to success of events.
 - e. Floor covering involves laying out Masonite panels, rolling out carts, pulling of vinyl covering material and taping seams. Proper cleanup and storage of materials at the conclusion of the event is also required.
 - f. Ability to use hand trucks, flatbed carts, table and chair carts, floor covering carts, and other related items.

Harford Community College
Procurement Department
Conowingo Building, Suite 105
401 Thomas Run Road
Bel Air, Maryland 21015

Pricing Form: RFP 23P-003 CUSTODIAL SERVICES

All pricing must be properly executed on the form provided, sealed separately from the Technical Proposal, and delivered or mailed to the Procurement Office, located at the address above. Proposals must be received in the Procurement Office no later than **2:00 PM on Tuesday, April 4, 2023**.

To be considered responsive, each proposal submitted must, at a minimum, include the following documents:

1. Technical Proposal
 - a. Written narrative to address all areas of Section 1.7
 - b. Non-Collusion /Suspension and Debarment Affidavit (ATTACHMENT F) signed;
 - c. References (ATTACHMENT E), on the form provided;
2. Pricing Form

In accordance with the information, terms and conditions, specifications and requirements of this solicitation, including Addenda ____, thru ____, I/we submit the following for evaluation:

CUSTODIAL SERVICE:

1. Monthly lump sum - Main Campus:

_____/month
Monthly price written in words

2. Monthly Lump sum - Towson University North East:

_____/month
Monthly price written in words

TOTAL MONTHLY PRICE FOR CUSTODIAL SERVICES (Line 1 + Line 2)

_____/month
TOTAL Monthly price written in words (Line 1 + line 2)

ADD ALTERNATE: EVENT SET UP/ CAMPUS MOVES

3. Monthly Lump sum – Event Setup/ Campus Move

_____/month
Monthly price written in words

Billing rates for on-site personnel for each of the following classifications (or equivalent)

4. Straighttime (ST) hourly billing rates

| | |
|------------------|-------------|
| Set up Personnel | \$ _____/hr |
| Grounds Keeper | \$ _____/hr |
| Day Cleaners | \$ _____/hr |
| Day Supervisor | \$ _____/hr |
| Night Cleaners | \$ _____/hr |
| Night Supervisor | \$ _____/hr |

5. Overtime (OT) hourly billing rates

| | |
|------------------|-------------|
| Set up Personnel | \$ _____/hr |
| Grounds Keeper | \$ _____/hr |
| Day Cleaners | \$ _____/hr |
| Day Supervisor | \$ _____/hr |
| Night Cleaners | \$ _____/hr |
| Night Supervisor | \$ _____/hr |

EXECUTION: The undersigned, duly authorized to bind the name firm, agrees, upon receipt of written notice of acceptance of this proposal within ninety (90) calendar days after the deadline above, to proceed to execute the contract in accordance with the proposal as accepted and provide an acceptable certificate of insurance.

| | |
|-----------------------------|---------------------------|
| _____ Signature | _____ Firm Name |
| _____ Typed/Printed Name | _____ Street Address |
| _____ Title | _____ City, State, Zip |
| _____ Email | _____ Telephone |
| _____ Date | |

If a corporation, place corporate seal beside signature above and state:

Name of President _____

Name of Secretary _____

Under what laws incorporated _____

Minority Business Certification :give Certification number and designation

Certification #

Designation (SBE, MBE, etc)

BUILDING INDEX

| | | | |
|-----|--------------------------------|-----|---------------------------------|
| A | Aberdeen Hall | HSC | Harford Sports Complex Building |
| P | Amoss Center | H | Havre de Grace Hall |
| APG | APG Federal Credit Union Arena | D | Hays-Heighe House |
| B | Bel Air Hall | HC | Hickory Center |
| BC | Belcamp Center | J | Joppa Hall |
| C | Chesapeake Center | L | Library |
| CO | Conowingo Center | M | Maryland Hall |
| DH | Darlington Hall | O | Observatory |
| E | Edgewood Hall | SC | Student Center |
| F | Fallston Hall | S | Susquehanna Center |
| FHC | Forest Hill Center | | |



Accessible Parking



Accessible Pathway

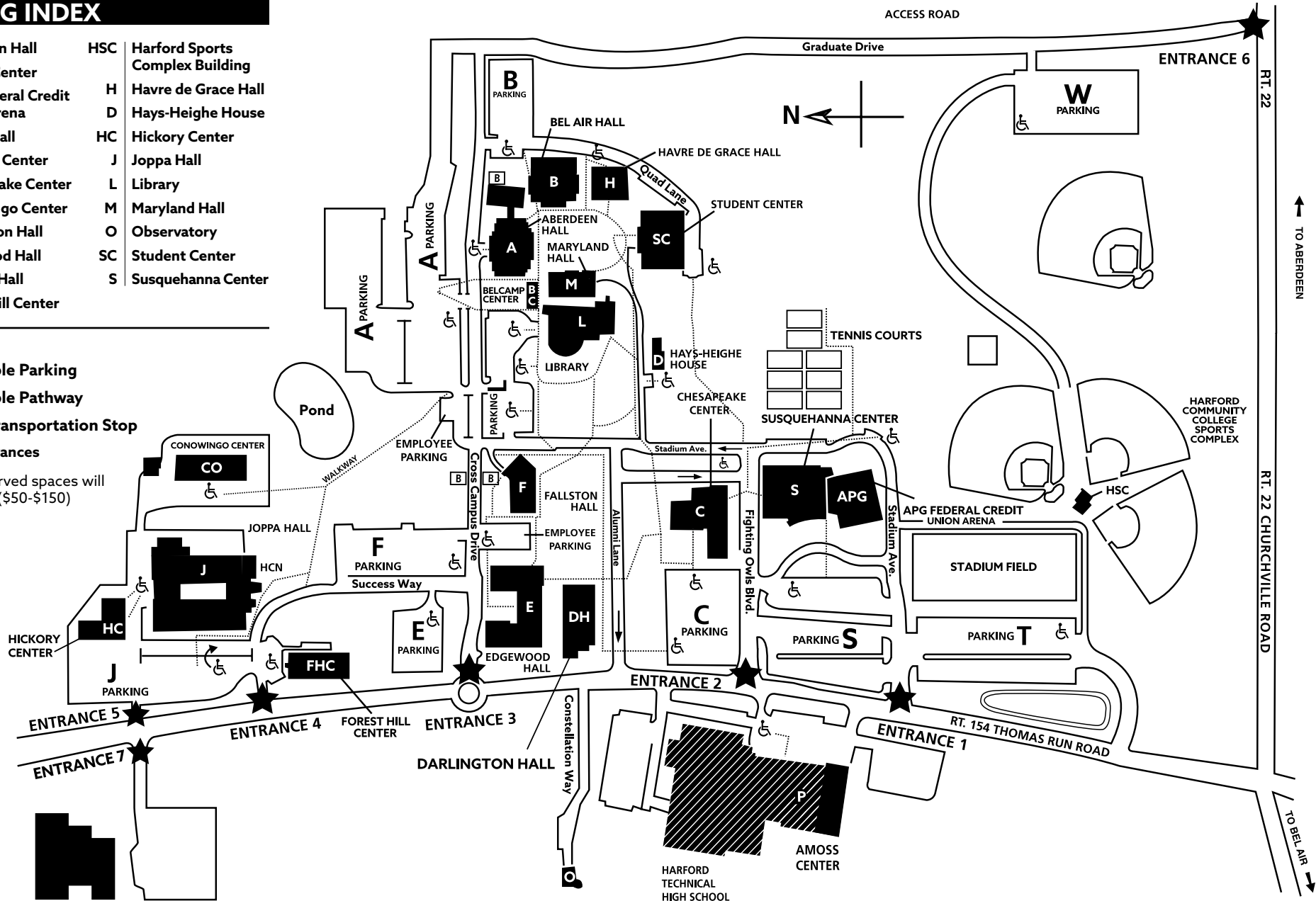


Public Transportation Stop



Main Entrances

Parking in reserved spaces will result in a fine (\$50-\$150)



TOWSON UNIVERSITY
IN NORTHEASTERN MARYLAND

ATTACHMENT B

Gross Square Footages of Buildings

| Building | GSF | Comment(s) |
|------------------------------|---------|----------------------------------|
| Main Campus | | |
| Aberdeen Hall | 43,023 | |
| Bel Air Hall | 30,665 | |
| Belcamp | 2,337 | |
| Chesapeake Center | 32,266 | |
| Darlington Hall | 53,000 | |
| Early Learning Center | 10,194 | |
| Edgewood Hall | 40,000 | |
| Fallston Hall | 24,728 | |
| Havre de Grace Hall | 18,156 | |
| Hay's Heighe House | 6,000 | |
| Hickory | 14,000 | |
| Joppa Hall | 78,718 | |
| Library | 49,280 | |
| Maryland Hall | 10,303 | |
| Conowingo | 17,500 | Only 4,500 GSF requires cleaning |
| Student Center | 50,294 | |
| Susquehanna Center/Arena | 101,500 | |
| Observatory | 3,656 | On west side of Thomas Run Road |
| Ancillary sites: | | |
| Amoss Theater | 15,693 | On west side of Thomas Run Road |
| Towson University North East | 55,000 | On west side of Thomas Run Road |

ATTACHMENT C

LEVELS OF CLEANING

APPA Custodial Staffing Guidelines for Educational Facilities

| | |
|-------------------------------|--|
| Level 1 – Orderly | <p>Level 1 establishes cleaning at the highest level. It was developed for the Spotlessness corporate suite, the donated building or the historical focal point. This is show-quality cleanings for that prime facility.</p> <ul style="list-style-type: none">• Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.• All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges or fingerprints.• Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.• Trash containers and pencil sharpeners are empty, clean and odor-free. |
| Level 2 – Ordinary | <p>Level 2 is the base upon which this study is established. This is the level at which Tidiness cleaning should be maintained. Lower levels for washrooms, changing/locker rooms and similar type facilities are acceptable.</p> <ul style="list-style-type: none">• Floors and base moldings shine and /or bright and clean. There is no buildup in corners or along walls, but there can be up to two days' worth of dirt, dust, stains or streaks.• All vertical and horizontal surfaces are clean, but marks, dust, smudges and fingerprints are noticeable with close observation.• Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.• Trash containers and pencil sharpeners are empty, clean and odor-free. |
| Level 3—Casual Inattention | <p>This level reflects the first budget cut or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an unacceptable level of cleanliness.</p> <ul style="list-style-type: none">• Floors are swept clean, but upon observation dust, dirt and stains, as well as build up of dirt, dust and/or floor finish in corners and along walls, can be seen.• There are dull spots and/or matted carpet in walking lanes and streaks and splashes on base molding.• All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges and fingerprints.• Lamps all work and fixtures are clean.• Trash containers and pencil sharpeners are empty, clean and odor-free. |
| Level 4—Moderate Dinginess | <p>Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People begin to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning”.</p> <ul style="list-style-type: none">• Floors are swept clean, but are dull. Colors are dingy and there is an obvious buildup of dust, dirt and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.• All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints and marks that will be difficult to remove.• Less than 5 percent of lamps are burned out and fixtures are dingy.• Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour. |

Level 5—Unkempt
Neglect

This is the final and lowest level. The trucking industry would call this “just-in-time cleaning”. The facility is always dirty, with cleaning accomplished at an unacceptable level.

- Floors and carpet are dirty and have visible wear and/or pitting. Colors faded and dingy and there is a conspicuous buildup of dirt, dust and/or floor finish in corners and along walls. Base molding is dirty, stained and streaked. Gum, stains, dirt dust balls and trash are broadcast.
- All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges and fingerprints as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.
- More than 5 percent of lamps are burned out and fixtures are dirty with dust balls and flies.
- Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

ATTACHMENT D

Harford Community College Schedule of Cleaning Services As of 1/30/2023

ALL BUILDINGS - LEVEL 1.5 (blend of Level 1 and Level 2 frequencies)

| ACTIVITY | LEVEL | FREQ | ACTIVITY | LEVEL | FREQ |
|---|-------|------|---|-------|------|
| Washrooms | | | Offices | | |
| Clean & disinfect urinals | 1 | D | Empty trash containers | 1 | D |
| Clean & disinfect toilet bowls | 1 | D | Vacuum carpets | 2 | A/D |
| Clean wash bowls | 1 | D | Spot clean carpets | 2 | A/N |
| Clean mirrors | 1 | D | Spot clean walls, partitions, doors | 2 | A/N |
| Restock soap & toilet paper | 1 | D | Dust & clean furniture & flat surfaces | 2 | W |
| Sweep floors | 1 | D | Clean trash containers | 2 | M |
| Empty trash containers | 1 | D | Dust vents | 1 | M |
| Wet mop or scrub floors | 1 | D | Dust blinds | 2 | A |
| Clean partitions & doors | 2 | A/N | Upholstered furniture care | 2 | A/N |
| Spot clean walls & doors | 2 | A/N | Perform interim floor or carpet ca | 1 | Q |
| Dust open flat surfaces | 2 | W | Clean windows | 2 | A |
| Clean trash containers | 2 | A/N | Perform restorative carpet care | 1 | A |
| Dust vents | 1 | M | | | |
| Classrooms/Labs | | | Entranceways | | |
| Sweep or dust mop floors | 1 | D | Dust flat surfaces | 1 | D |
| Vacuum carpet | 2 | A/D | Clean walk-off mats | 1 | D |
| Clean chalkboards & trays | 1 | D | Sweep or dust mop floors | 1 | D |
| Clean erasers | 1 | D | Vacuum or damp mop floors | 1 | D |
| Empty trash containers | 1 | D | Clean doors and windows | 2 | A/N |
| Empty pencil sharpeners | 1 | D | Spot clean walls & entrance doors | 2 | A/N |
| Dust and clean furniture & flat surfaces | 2 | W | Sweep outside ramp & landing | 2 | W |
| Spot clean walls & doors | 1 | W | Spray buff or burnish floors | 1 | W |
| Spray buff or burnish floors | 2 | M | Sweep or dust mop stairways | 1 | D |
| Damp mop floors | 1 | W | Spot clean or spot mop stairways | 2 | A/D |
| Spot clean or spot mop floors | 2 | A/D | Damp mop stairways | 1 | W |
| Dust vents | 2 | Q | | | |
| Perform interim floor or carpet ca | 1 | Q | | | |
| Clean trash containers | 2 | A/N | | | |
| Dust blinds | 2 | A | | | |
| Upholstered furniture care | 2 | A/N | | | |
| Clean windows | 2 | A | | | |
| Strip & refinish floors | 1 | A | | | |

**Frequency
Codes:**

D=Daily
A/D=Alternate Days
W=Weekly

M=Monthly
Q=Quarterly
S=Semi-annually

A=Annually
A/N= As Needed

ATTACHMENT D
Harford Community College
Schedule of Cleaning Services
As of 01/30/2023

SUSQUEHANNA CENTER - LEVEL 1.5 (blend of Level 1 and Level 2 frequencies)

| ACTIVITY | LEVEL | FREQ | ACTIVITY | LEVEL | FREQ |
|-----------------------------------|-------|------|-------------------------------|-------|------|
| Entranceway | | | Locker/Changing Rooms | | |
| Dust and clean flat surfaces | 1 | D | Cleans lockers & benches | 1 | D |
| Clean walk off mats | 1 | D | Empty trash containers | 1 | D |
| Sweep or dust mop floors | 1 | D | Spot clean walls & doors | 1 | D |
| Vacuum or damp mop floors | 1 | D | Sweep or dust mop floors | 1 | D |
| Clean doors & windows | 2 | A/N | Wet mop or auto scrub floors | 1 | D |
| Spot clean walls & entrance doors | 2 | A/N | Clean water fountains | 1 | D |
| Sweep outside ramp & landing | 2 | W | Clean trash containers | 1 | W |
| Spray buff or burnish floors | 1 | W | | | |
| Gym | | | Shower rooms | | |
| Dust mop floor | 1 | D | Clean drains | 1 | D |
| Spot mop floor | 1 | D | Clean Chrome | 1 | W |
| Damp mop floor | 2 | W | Clean & disinfect shower room | 1 | D |
| Fitness lab | | | Project Activities | | |
| Sweep or dust mop floors | 1 | D | Dust vents | 1 | M |
| Vacuum or damp mop floors | 1 | D | Perform interim floor care | 1 | Q |
| Clean mirrors | 2 | W | Clean walk-off mats | 1 | S |
| Wipe down fitness equipment | 1 | W | Strip & refinish floors | 1 | A |
| Perform interim carpet care | 1 | Q | | | |
| Perform restorative carpet care | 1 | A | | | |
| Pool Area | | | | | |
| Empty trash containers | 1 | D | | | |
| Clean water fountains | 1 | D | | | |
| Sweep pool deck and bleachers | 1 | D | | | |
| Wet mop or auto scrub pool deck | 1 | D | | | |

Frequency
Codes:

D=Daily
A/D=Alternate Days
W=Weekly

M=Monthly
Q=Quarterly
S=Semi-annually

A=Annually
A/N= As Needed

ATTACHMENT D

| CUSTODIAL CLEANING SCHEDULE | |
|---|---|
| DAY SHIFT | |
| BUILDINGS | WORK EXPECTED |
| ABERDEEN | EMPTY TRASH ALL OFFICES (TO BE COMPLETED BY 7:30 AM) |
| BEL AIR | DUST/ WIPE DOWN COMMON AREAS |
| DARLINGTON | CLEAN RESTROOMS |
| EDGEWOOD | SPOT CLEAN/VACUUM FLOORS AS NEEDED |
| FALLSTON | |
| HAVRE DE GRACE | |
| JOPPA HALL | |
| LIBRARY | |
| STUDENT CENTER | |
| | |
| BUILDINGS | WORK EXPECTED |
| HARFORD SPORTS COMPLEX | VACUUM, CLEAN RESTROOMS, CLASSROOMS |
| OBSERVATORY | EMPTY TRASH |
| TOWSON UNIVERSITY NORTHEASTERN (TUNE) | DUST/ WIPE DOWN COMMON AREAS |
| | |
| | |
| EVENING SHIFT (BEGIN NO EARLIER THAN 5PM) | |
| BUILDINGS | WORK EXPECTED |
| ALL BUILDINGS | VACUUM |
| | CLEAN WHITE BOARDS |
| | ALL TRASH EXCEPT OFFICES |
| | |
| APGFCU ARENA | IN ADDITION TO ABOVE ALSO CLEAN RESTROOMS |
| CONOWINGO | |
| CHESAPEAKE | |
| FOREST HILL CENTER | |
| HICKORY | |
| SUSQUEHANNA | |

ATTACHMENT E

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

REFERENCES

RFP 23P-003 CUSTODIAL SERVICES

Each firm must furnish at least three (3) current references, within last five (5) years, that are similar in nature and scope and best represent the proposer's ability to perform the work and meet the specifications and requirements herein,.

1. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____
2. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____
3. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

PROPOSAL OF: _____
Firm Name

ATTACHMENT F

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

SOLICITATION AFFIDAVITS

FIRM NAME: _____

FIRM ADDRESS: _____

A) NON-COLLUSION:

I AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith; and
- (2) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

B) SUSPENSION AND DEBARMENT:

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

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

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

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

By: _____
Signature of Authorized Representative and Affiant Printed Name of Authorized Representative and Affiant

Date: _____ Federal Employer Identification Number (FEIN): _____