SOLICITATION NUMBER & TITLE:	**27P-001 Compensation Study**
SOLICITATION DOCUMENTS:	https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp
SUBMITTAL DUE DATE & TIME:	December 14, 2026 3:00 PM EST
DELIVERY LOCATION OF SUMBITTAL:	Harford Community College, Procurement Office Chesapeake Welcome Center, Room 205 401 Thomas Run Road Bel Air, MD 21015
PRE-SOLICITATION MEETING DATE AND TIME	November 19, 2026 3:00 PM EST TEAMS LINK
QUESTIONS DUE DATE & TIME:	November 30, 2026 3:00 PM EST Questions must be received by the due date and time via email to the Procurement Director
PROCUREMENT DIRECTOR:	Christine Carpenter, NIGP-CPP, CPPB CCarpenter@Harford.edu
ADDENDUM POSTED:	No later than December 4, 2026 3:00PM EST
INSURANCE REQUIREMENTS:	General, Umbrella, Automobile, Professional, Cyber, Workers Comp, Valuable Papers
CONTRACT AWARD DATE:	Tentatively: February 2027

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

GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

The Director, Procurement shall have the authority to interpret the College's Procurement Policies, these Terms and Conditions, and the requirements of any solicitation. Such interpretations shall be final unless appealed in accordance with the College's Protest Procedures as stated on the College's website.

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 Supplier with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Supplier'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 Supplier'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 Supplier 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 Supplier'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 Supplier 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 Supplier.

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 Supplier is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Supplier 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 Supplier's instructions at Supplier's risk and expenses and, if Supplier directs, will be returned at Supplier's expense. If the Supplier fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Supplier shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Supplier 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 Supplier. 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 Supplier 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 Supplier 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 Supplier's expense.

G13) INTELLECTUAL PROPERTY

Supplier 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. Supplier 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

Supplier 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 Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Supplier 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 Supplier 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 Supplier shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Supplier shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Supplier 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 Supplier 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 Supplier safety and health related records and statistical information at any time.

G16) INSURANCE

The Supplier shall maintain insurance by an insurer rated A- VII or better by A/M Best and will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Supplier's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Supplier or subcontractor. The Supplier 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 Supplier 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 Supplier 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, subcontractors, 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. 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 nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is 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 Supplier 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 Supplier'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 Supplier promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Supplier 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. Supplier 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 Supplier.

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 acts or orders; nuclear incidents or explosions; acts of God; communicable diseases, epidemics or pandemics (including without limitation the Coronavirus or COVID-19), 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 Supplier 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, 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 Supplier 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 Supplier'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 Supplier 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 Supplier 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 Supplier, 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 Supplier. 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 Supplier 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 Supplier's standard stock.

G24) TERMINATION FOR DEFAULT

If the Supplier 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 Supplier. Written notice shall specify the act(s) or omission(s) of Supplier 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 Supplier's breach. If the cost of Supplier's damages exceeds any final compensation due, the Supplier will remain liable, and the College may collect costs owed to it. Failure on the part of the Supplier to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Supplier is not entitled to recover any costs incurred by the Supplier 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 Supplier may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Supplier and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Supplier may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Supplier is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Supplier, 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 Supplier. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION/ CONFLICT OF INTEREST

Supplier 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. Supplier 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 Supplier 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.

Suppliers doing business with the College must disclose any potential conflicts of interest to the Director of Procurement. These include any family relationships, financial interest, or potential conflicts.

Supplier certifies that no gratuities, gifts, kickbacks or improper inducements have been offered to or accepted by College employees.

G28) SUPPLIER SUSPENSION OR DEBARMENT

The Supplier certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards. Supplier shall notify the College immediately if suspended or Debarred during contract performance.

G29) INDEPENDENT CONTRACTOR

The Supplier 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 Supplier acquires none of the rights, privileges, powers or advantages of College employees. The Supplier is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Supplier's compensation. The Supplier 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 Supplier or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR SUPPLIERS

As a condition of award of this contract, all Suppliers 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 Supplier and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Supplier 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 Supplier's management, that retaliation for reporting any such conduct is expressly prohibited and that the Supplier 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

Supplier warrants that both the Supplier and/or any subcontractor of the Supplier 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. Supplier 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 Supplier's or any subcontractor of the Supplier's noncompliance with "IRCA." Supplier 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 Supplier with "IRCA". Supplier recognizes that it is the Supplier'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

Supplier 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 Suppliers 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
Supplier 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 Supplier 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 Supplier 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 Supplier 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. Supplier 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. The College shall make the final determination regarding whether information is exempt from disclosure under the MPIA after considering any justification submitted by the Supplier.

G41) AUDIT
The Supplier 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 Supplier and any subcontractor involving transactions related to this agreement during the term of this agreement and for a minimum period of three (3) years or up to seven (7) years (whichever period is longer under applicable law or grant requirements) after final payment under this agreement.

G42) RECORD RETENTION
The Supplier 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 Supplier 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 Supplier 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. Any legal action shall be in the appropriate court closest to Bel Air, Maryland.

G45) SUPPLIER'S PRESENCE ON CAMPUS
The Supplier or Supplier's subcontractor will be required to have proper identification showing Supplier's or subcontractor's name and technician name at all times while on campus. The Supplier 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 Supplier or its employees, subcontractors, or materialmen. Supplier'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 Supplier 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 Supplier 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 Supplier 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) ARTIFICIAL INTELLIGENCE (AI) AND DATA USE
The Supplier shall not use, disclose, retain, or otherwise process any College data, Confidential and Sensitive Information (CSI), personally identifiable information (PII), student information, employee information, or other non-public information for the purpose of training, developing, testing, or improving any artificial intelligence (AI), machine learning (ML), or other automated decision-making system without the College's prior written consent.

The Supplier shall not input, upload, or otherwise transmit any College confidential or proprietary information into any publicly available or third-party generative artificial intelligence platform unless expressly authorized in writing by the College.

Any AI tools used in the performance of this Contract shall comply with all applicable Federal and State laws and regulations governing privacy, confidentiality, data security, intellectual property, and records retention. The Supplier shall remain solely responsible for the accuracy, security, and integrity of any work product generated or assisted by artificial intelligence.

Nothing contained herein shall grant the Supplier any ownership interest in College data. All College data shall remain the exclusive property of Harford Community College and shall be returned or securely destroyed upon completion or termination of the Contract, as directed by the College.

Failure to comply with this section shall constitute a material breach of the Contract and may result in termination for default.

G48) CYBERSECURITY, CONFIDENTIAL AND SENSITIVE INFORMATION
The Supplier shall maintain administrative, physical, and technical safeguards designed to protect all College Confidential and Sensitive Information (CSI), personally identifiable information (PII), protected health information (PHI), financial information, student records, employee records, and all other non-public information entrusted to the Supplier in connection with this Contract. Such safeguards shall be consistent with generally accepted

industry standards and all applicable Federal, State, and local laws and regulations.

The Supplier shall use College information solely for the purpose of performing the Contract and shall not access, use, disclose, copy, modify, sell, transfer, or otherwise distribute such information except as expressly authorized by the College in writing or as required by law.

Supplier shall maintain cyber liability insurance when handling College data.

The Supplier shall immediately, and in no event later than twenty-four (24) hours after discovery, notify the College upon becoming aware of any actual or suspected security incident, unauthorized access, disclosure, ransomware attack, malware infection, cybersecurity event, loss of data, or other occurrence that compromises or may reasonably compromise the confidentiality, integrity, or availability of College information or information systems.

The Supplier shall cooperate fully with the College in investigating, mitigating, responding to, and remediating any such incident, including providing timely access to relevant records, system logs, forensic information, and knowledgeable personnel reasonably requested by the College. The Supplier shall take all reasonable steps necessary to contain, mitigate, and remediate the incident at its sole expense to the extent caused by the Supplier, its employees, agents, or subcontractors.

The Supplier shall ensure that all subcontractors, consultants, and third parties engaged in the performance of this Contract are contractually bound to comply with the requirements of this section and shall remain fully responsible for their acts and omissions.

Upon expiration or termination of this Contract, or upon written request of the College, the Supplier shall promptly return all College information or securely destroy such information, including all copies, backups, and derivative records, unless retention is required by law. Upon request, the Supplier shall certify in writing that such information has been returned or destroyed.

The College reserves the right to require the Supplier to provide documentation reasonably demonstrating the adequacy of its information security program, including security policies, third-party security assessments, audit reports, or certifications relevant to the services being provided.

Failure to comply with the requirements of this section shall constitute a material breach of the Contract and may result in termination for default, in addition to any other remedies available to the College.

The Supplier shall promptly notify the College of any material changes to its information security program, cybersecurity insurance coverage, or security certifications that occur during the term of the Contract.

G49) ASSIGNMENT

The Supplier shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Change of ownership or merger resulting in a change of control constitutes an assignment requiring College approval. 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.

G50) SUBCONTRACTORS

Suppliers 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 Supplier 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 Supplier shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Supplier shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G51) PUBLICITY

The Supplier 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.

G52) 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 Suppliers, 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 Supplier 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 Supplier to provide the required services, and the Supplier 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 Supplier 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.

G53) 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.

G54) TARIFF BASED PRICE ADJUSTMENTS

The Contract price shall remain firm for the term of the Contract unless otherwise expressly provided herein. The Supplier assumes the risk of ordinary fluctuations in labor, materials, transportation, exchange rates, and market conditions.

If, after the effective date of the Contract, a new tariff or a change in an existing tariff, import duty, trade restriction, governmental surcharge, or other governmental action materially increases the Supplier's actual cost of goods or materials required solely for performance of this Contract, the Supplier may submit a written request for an equitable price adjustment.

Any request for a price adjustment shall:

a) Be submitted to the College within thirty (30) calendar days after the Supplier becomes aware of the increased cost;

b) Identify the specific governmental action giving rise to the request;

c) Demonstrate that the increased cost directly affects only the goods or materials required for this Contract;

d) Certify that the affected goods or materials were purchased after the effective date of the governmental action and that the increased costs were not included in the Supplier's original pricing;

e) Demonstrate that the Supplier has made commercially reasonable efforts to mitigate the increased costs, including evaluating alternative suppliers, materials, sourcing, or shipping methods where commercially practicable;

f) Certify that the Supplier has not received, and will not seek, reimbursement for the same increased costs from any other customer or governmental source.

The Supplier shall provide sufficient documentation to substantiate the request, including, as applicable:

U.S. Customs and Border Protection (CBP) Form 7501 (Entry Summary) showing duties assessed; Commercial invoices identifying the imported goods; Bills of lading, shipping records, or import documentation; Manufacturer or supplier invoices demonstrating the increased cost attributable to the governmental action; and Any additional documentation reasonably requested by the College to verify the request.

Any approved adjustment shall be limited solely to the Supplier's documented, actual increase in direct costs attributable to the governmental action. No adjustment shall include overhead, profit, anticipated future increases, speculative costs, inventory purchased before the governmental action became effective, or any costs that could reasonably have been avoided through commercially reasonable mitigation efforts.

No price adjustment shall become effective unless approved in writing by the Director of Procurement through a fully executed Contract amendment or Change Order. Under no circumstances shall the Supplier implement a unilateral price increase.

Unless otherwise approved in writing by the College, the cumulative value of all price adjustments approved under this section shall not exceed ten percent (10%) of the original Contract value.

Nothing contained herein shall obligate the College to approve a requested price adjustment. If the parties are unable to reach agreement on an equitable adjustment, the College may, at its sole discretion, continue performance under the existing Contract, obtain the goods or services from another source in accordance with applicable procurement requirements, or terminate the Contract in accordance with the applicable Termination provisions.

G55) ACCEPTANCE OF SUPPLIERS TERMS

Acceptance of a Supplier's quote, proposal, acknowledgement, invoice or other document shall not constitute acceptance of any additional or conflicting terms contained therein. Any such terms are expressly rejected unless accepted in writing by the Director of Procurement.

Online click-through agreements, website terms, browse-wrap agreements, EULAs, SaaS terms, or similar Supplier-generated terms shall not bind the College unless expressly approved in writing by the Director of Procurement.

G56) ACCESSIBILITY

If the solution, services, deliverables, software, technology, or platform provided to the College under this Agreement ("Product") includes any electronic information or communication technology containing a human-interface, such as an end-user software component, websites, webpages, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, images, or the like, the Supplier hereby warrants that the Product complies with the College's standards, including the most recent version of Web Content Accessibility Guidelines ("WCAG"), Section 508 of the Rehabilitation Act - Standards for Electronic and Information Technology, and/or the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA), as applicable. The Supplier agrees to: provide the College with its accessibility testing results and written documentation verifying accessibility, such as a Voluntary Product Accessibility Template ("VPAT"), upon request and to promptly respond to and resolve accessibility complaints. The Supplier further agrees to indemnify, defend, and hold harmless the College and its respective officers, agents, employees, trustees, and students, from and against any and all claims, actions, threatened claims or actions, costs, judgments, or damages of any type alleging or threatening that any Materials provided and used under this Agreement are inaccessible to individuals with disabilities, including reasonable attorneys' fees and costs.

G57) ORDER OF PRECEDENCE

In the event of any inconsistency among the Contract Documents, the following order of precedence shall govern unless expressly stated otherwise in the Solicitation:

1. Executed Contract or Agreement
2. Addenda
3. Solicitation
4. General Terms and Conditions
5. Formal Solicitation Terms
6. Construction Terms (if applicable)
7. Specifications
8. Drawings
9. Contractor's Proposal
10. Purchase Order

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 Offerors 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 or via the following link:
https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp.

FS2) ADDENDA

Should any Offeror find discrepancy in the solicitation documents, or should the Offeror be in doubt as to their meaning or intent of any part thereof, the Offeror must, prior to questions due date and time, request clarification from the Director, 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 Offeror. Required submittal documents must be completed in ink and signed by a person authorized to bind the Offeror 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 Offeror 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 Offeror for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Offeror 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 Offeror.

FS8) WITHDRAWAL

Submittals may be withdrawn by the Offeror 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
Offerors 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 Offeror'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, 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, 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
Offerors 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 Offeror(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible Offeror(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; Offeror 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 Offerors. Selected Offeror(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 Supplier 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 Offeror'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) PROTEST PROCEDURES
Any actual or prospective Offeror whose direct economic interest is affected by a solicitation or proposed contract award may file a written protest with the Director, Procurement. Any protest not timely filed in accordance with these procedures shall be rejected as untimely without further consideration.
A protesting party may submit only one (1) protest per protest category for each solicitation. The protest shall include all factual and legal grounds known to the protesting party at the time of filing. Additional grounds not included in the original protest may be deemed waived unless the Director, Procurement determines that good cause exists for their consideration.

Protest Requirements
All protests shall be submitted in writing and shall include, at a minimum, the following information:

a. A clear statement that the communication constitutes a formal protest.

b. The name, address, telephone number, and email address of the protesting party.

c. Identification of the procurement, including the solicitation number and title.

d. A detailed statement of the factual and legal grounds supporting the protest.

e. Copies of all supporting documents, exhibits, and evidence upon which the protest is based.

f. The specific relief requested.

g. The original or electronic signature of an individual authorized to bind the protesting party.

The protesting party bears the burden of demonstrating that the solicitation or proposed contract award failed to comply with the College's Procurement Policies, the solicitation requirements, or applicable law, and that such failure resulted in prejudice to the protesting party.

The Director, Procurement may summarily dismiss any protest that is untimely, incomplete, frivolous, repetitive, fails to state sufficient factual or legal grounds, or otherwise fails to comply with these procedures.

Protest Categories

A. Protest of Solicitation

Any protest concerning the terms, conditions, specifications, scope of work, evaluation criteria, or other requirements contained in a solicitation shall be received by the Director, Procurement no later than the date and time established for receipt of bids or proposals.

The filing of a protest concerning a solicitation shall not automatically suspend the procurement process. The Director, Procurement may suspend, amend, cancel, or continue the solicitation if determined to be in the best interest of the College.

B. Protest of Contract Award

Any protest concerning a proposed contract award shall be submitted in writing to the Director, Procurement within ten (10) calendar days after the College issues written notice of the intended contract award or written notice that the Offeror was not selected.

The filing of a protest shall not automatically stay the contract award or procurement process. The Director, Procurement may suspend the award if such action is determined to be in the best interest of the College. Notwithstanding the foregoing, the College may proceed with award or contract performance when the Director, Procurement determines that an award is necessary to protect the health, safety, welfare, operations, or other compelling interests of the College.

Review by the Director, Procurement

The Director, Procurement may request additional information or documentation from the protesting party. Any requested information shall be submitted within the timeframe established by the Director, Procurement. Failure to timely provide the requested information may result in dismissal of the protest or a determination that the protest has been withdrawn.

The Director, Procurement shall review the protest and issue a written determination setting forth the basis for the decision within ten (10) business days after receipt of all information necessary to evaluate the protest. The Director, Procurement may extend this period when additional time is reasonably necessary, provided the protesting party is notified of the extension.

Nothing contained in these procedures shall limit the College's right to reject any or all bids or proposals, cancel a solicitation, waive informalities or minor irregularities, or otherwise act in accordance with the College's Procurement Policies and applicable law.

Appeal

A protesting party may appeal the written determination of the Director, Procurement to the Associate Vice President, Finance.

A written Notice of Appeal shall be submitted to the Director, Procurement within two (2) business days after receipt of the Director, Procurement's written determination.

The written Appeal shall be submitted within seven (7) calendar days after receipt of the Director, Procurement's determination and shall include a detailed statement of the factual and legal basis supporting the requested reversal or modification.

The Appeal shall specifically identify any alleged errors of fact or law contained in the Director, Procurement's determination.

Failure to timely submit either the Notice of Appeal or the Appeal shall constitute a waiver of the right to further administrative review.

The Associate Vice President, Finance shall review the Appeal and issue a written decision as expeditiously as practicable. The decision of the Associate Vice President, Finance shall constitute the College's final administrative determination.

General Provisions

The filing of a protest or appeal shall not entitle the protesting party to recover costs, attorney's fees, bid preparation expenses, or any other damages from the College unless otherwise required by applicable law.

These protest procedures are administrative in nature and do not provide for discovery, depositions, interrogatories, evidentiary hearings, or other litigation procedures unless expressly authorized by the Director, Procurement.

Following the filing of a protest, all communications concerning the protest shall be directed solely to the Director, Procurement or the individual designated by the College.

The College reserves the right to waive informalities or minor irregularities, reject any or all bids or proposals, cancel or reissue any solicitation, or take any other action authorized by the College's Procurement Policies or applicable law.

FS17) 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 Supplier 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 Supplier 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 Supplier. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

1. BACKGROUND

Harford Community College (HCC) is a two-year public community college located 30 miles north of Baltimore and seven miles west of U.S. Army Aberdeen Proving Ground. The College serves approximately 6,900 full-and part-time students and employs approximately 850 faculty and staff supporting both instructional and administrative activities.

2. PURPOSE OF RFP

Harford Community College ("the College") is soliciting competitive sealed proposals for a qualified and experienced Human Resources consulting firm (compensation focused) to provide professional services related to compensation programs.

3. TERM OF CONTRACT

The period of performance for this contract shall be from contract award to final deliverable due in early 2027.

4. BASIS FOR AWARD

The firm with the highest combined technical and price 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/or services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements.

5. ANTICIPATED TIMELINE – (subject to change)

RFP Posted	11/12/2026	
Virtual Preproposal meeting	11/19/2026	3:00 PM EST
Questions due	11/30/2026	3:00 PM EST
Addendum posted no later than	12/4/2026	3:00 PM EST
RFP closing date/due date	12/14/2026	3:00 PM EST
Contract presented to Finance & Audit*	1/2027	
Contract presented to Board of Trustees*	2/2027	

*tentative

6. PREPROPOSAL MEETING INFORMATION

A preproposal meeting will be held on November 19, 2026, at 3:00 PM EST, via TEAMS:

MEETING LINK

Please email the Procurement Director of your intention to attend the Prebid meeting.

7. CONFIDENTIAL INFORMATION

The term "confidential information" shall include all non-public documentation and information disclosed to the Consultant in the course of its performance of duties hereunder with respect to the past, present and future HCC business, services and clients. The Consultant hereby agrees to maintain all such confidential information in trust and confidence and agrees that it will not disclose such information to any person, firm, corporation or entity during or after the terms of this RFP and the contract, except with the express written consent of HCC.

8. CONFLICT OF INTEREST

The Consultant represents and warrants that there exists no actual or potential conflict of interest between its performance under this RFP and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this RFP and the contract, or any extension or renewal thereof, the Consultant shall immediately advise HCC thereof.

9. INTERGOVERNMENTAL COOPERATIVE PURCHASE

Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of HCC, nor shall this RFP or the contract be construed to create any rights hereunder in any person or entity other than the parties of the contract. Pricing may be extended to the other governmental agencies unless the Consultant specifically prohibits or limits such arrangements in his proposal.

10. INTEGRATION

This RFP and the contract set forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to the contract. No waiver, modification or amendment of the terms of this RFP and the contract shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

11. FEE PROHIBITION

The Consultant warrants and represents that it has not employed or engaged any person or entity to solicit or secure the contract, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of the contract. If any suit, claim, or demand shall arise concerning such a fee, the Consultant agrees to indemnify and hold harmless HCC, its employees, agents and officials, from all such claims, suits or demands.

12. NO PARTNERSHIP

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

13. GOVERNING LAW

This RFP and the contract shall be governed, construed, and enforced in accordance with Maryland law.

14. SEVERABILITY

If any of the provisions in this RFP and the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

15. TIME IS OF THE ESSENCE

Time is of the essence with respect to performance of the terms and conditions of this RFP and the contract.

16. FUNDING

The failure of HCC to appropriate sufficient funds in any future fiscal year for the contract shall entitle HCC to terminate this Contract without prior notice to the Consultant.

17. OWNERSHIP OF PRODUCTS

All finished or unfinished work that is the subject of this Contract, including any licenses or consents acquired by the Consultant for performance hereunder, shall be and shall remain the property of HCC.

18. CONTRACT MODIFICATION

The Director, Procurement may, by written order designated or indicated to be a change order, make any change in the work within the general scope of this contract, including but not limited to changes:

1. In any specifications (including reports, presentations)
2. In the method or manner of performance of the work;
3. In any HCC furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

If any change under this clause causes an increase or decrease in the Consultant's cost of, or time required for, the performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. The Consultant shall assert a claim for equitable adjustment with 30 calendar days after receipt of a written change order.

19.INSURANCE REQUIREMENTS

<u>Policy requirements</u>

A. Consultant shall provide a Certificate of Insurance that names Harford Community College and the Harford Community College Foundation, 401 Thomas Run Road, Bel Air, MD 21015, and its elected or appointed officials, and employees as 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 Consultant of any responsibilities or obligations assumed under the Contract, or for which the Consultant 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 Consultant against claims arising from operations of its Subcontractor. Coverages to be included: Broad form property damage, including products and completed operations, independent Consultants, and contractual liability coverages previously purchased separately.

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

G. Consultant 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 Consultant 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, Consultants, 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, Consultants, 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 nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is 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 Consultant enters into a subcontract for the work to be performed, it

shall be the obligation of Consultant 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. Consultants 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 Consultant 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 Consultant 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 Consultant or its Subcontractor is or shall be considered as the employee of the College as provided in such Workers' Compensation laws, the Consultant shall repay to the College such sums paid by the College.

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

Coverage Requirements

Prior to contract execution and during the progress of the work, the Consultant shall provide a COI to the College and maintain the insurance set forth below.

Type of Coverage	Limits
Workers' Compensation and Employer's Liability	Statutory Limits for Maryland $1,000,000 per accident $1,000,000 disease each employee $1,000,000 disease policy limit

General Liability (including bodily injury, property damage, and advertising injury, contractual, premises, ongoing project operations, completed operations liability)	$1,000,000 each occurrence $1,000,000 personal & personal advertising injury $2,000,000 general products & $2,000,000 products & completed operations aggregate
Business Automobile Liability Insurance (covering owned, hired, and non-owned vehicles)	$1,000,000 combined single limit
Professional Liability (errors and omissions) (kept in force for at least 1 year after final payment)	$1,000,000 per claim $5,000,000 annual aggregate
Cyber Liability	$1,000,000 per claim $1,000,000 aggregate
Umbrella Excess Liability (following form of Auto, Primary General, and Professional)	$1,000,000 each occurrence $5,000,000 aggregate
Valuable Papers (insurance all plans, designs, drawings, specifications And documents produced or used under this contract)	$250,000 each occurrence

20. PROPOSAL FORMAT

Proposal Organization

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented within the RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offerors are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

Statement of Qualifications, Past Performance, and Project Understanding and Approach represent the technical proposal. Award will be made in aggregate, to the highest evaluated, most responsive, responsible Offeror meeting all RFP terms, conditions, and specifications

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 EST on December 14, 2026, at:

Harford Community College, Procurement Department
Chesapeake Welcome Center, Room 205
401 Thomas Run Road
Bel Air, MD 21015

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

TECHNICAL PROPOSAL: The Technical Proposal submittal must be sealed and contain one (1) HARD COPY original and one (1) PDF on a flash drive labeled "technical proposal". This technical proposal submittal should address all items in Section 22 and Section 23. The information submitted by the Offeror must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Offeror's capabilities.

PRICING SUBMITTAL: The Pricing Proposal submittal, sealed separately from the Technical Proposal submittal, must contain one (1) HARD COPY original 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.

21. EVALUATION PROCESS

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 proposals opened. All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final. Technical Proposals will be a **closed opening** at the date and time advised in the RFP documents and then evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror's responsiveness to the RFP requirements.

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 the technical and price proposal scores will be tallied.

Step 3: Negotiations: The College may negotiate with top rated Proposer. If a mutual agreement cannot be met, The College will go to the next highest proposer to negotiate. This will continue until a mutually agreed upon contract can be found.

22. EVALUATION CRITERIA/ WEIGHTS

22.1 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria:

Description of Criteria	Point Value
Qualifications Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services. Offeror's organization size, length of time the organization has been providing the required services.	**Max points=20**
Past Performance and Experience Offeror must have successfully engaged in professional services of this type for a minimum of five (5) years. Demonstrated success in projects similar to the one described in this RFP. Experience providing services to institutions or public-sector entities similar in size and mission to Harford Community College.	**Max points=30**
Project Understanding and Approach Clear understanding of the background and requirements of the Scope of Services (detailed in response). Methodology and resources applied to fulfil the scope of service. Demonstrate the tasks that must be accomplished to complete the project, and a narrative description of the plan to execute them. The project approach and timeline to be outlined in detail.	**Max points=40**
Pricing Proposal	**Max points=10**

22.2 Minimum Qualifications

The Contractor must have the necessary personnel, experience, certification, knowledge, skills, abilities, licenses, facilities, equipment, supplies, insurance, and technology in place to fulfill the requirements of the resulting contract and to provide the requested services on a timely basis and in compliance with all municipal, county, state, and federal codes, ordinances, regulations, and laws and industry best practices and standards.

Past Experience Requirements

A. Must have five (5) years of experience providing classification and compensation related services

B. Current and past experience working with higher education institutions, with a preference to community colleges, of similar size and scope is highly desired
C. Experience working in a union environment
D. The Offeror must provide three (3) references within the past three years that can confirm the Offeror's experience in providing the same or similar level of services.

23. REQUIRED SERVICES, DUTIES RESPONSIBILITIES OF THE PROPOSER

23.1 **Scope of Services**

The awarded Contractor will effectively support the College by providing resources and expertise to assist in further enhancing our compensation program by performing a comprehensive compensation analysis. The analysis should include:

A. An understanding of the College's compensation structure, competitive position, and job content.
B. Meeting with designated College leadership to finalize a list of comparable colleges and competitors to be used in the market survey.
C. Comparison of College market placement, compensation levels, and compensation adjustment practices to chosen market survey list who would be competing for the same talent by position.
D. Review of background information, including organizational charts, job descriptions, pay ranges, prior compensation study market analysis and adjustments and additional compensation components as necessary to develop a comprehensive picture of market competitiveness.
E. The comparison of compensation for each job classification should include valuing the work performed by each position. Comparable positions for competitors for talent should be selected by using job duties, responsibilities, education, skills, and experience requirements for each position.
F. Comprehensive compensation strategies/solutions to ensure the College's compensation position remains relevant and equitable, supports the College's mission and values, and ensures the College continues to attract, retain, and motivate employees.
G. Conduct a comprehensive market pricing analysis to evaluate positions subject to intense market competition, recruitment challenges, high vacancy rates, or specialized skill shortages and determine whether these roles warrant a higher market-competitive strategy or alternative salary placement strategy.
H. Perform Impact Analysis by comparing current compensation for each incumbent to benchmark data for the desired market position.
I. Provide written recommendations for competitive compensation levels for each position included in the study. The base salary recommendation should include a minimum, midpoint, and maximum rate of pay.
J. Provide recommendations on effective methods of plan administration and adjusting individual pay rates and pay ranges moving forward.

K. Provide recommendations on alternative compensation or benefit components that could achieve a total compensation package that is competitive with the selected peer group.
L. Identify the methods, techniques and data used to develop the recommendations.
M. Clearly address compensation factors ensuring the College's ability to attract, retain and motivate its employees while considering internal equity and balance, budget constraints and funding, and meeting its responsibility to be accountable for and efficient in its expenditure of funds.
N. Provide a comprehensive evaluation for pay compression for the College's exempt workforce.

The awarded Contractor's delivered evaluation shall:

A. Evaluate salary relationships across classifications and levels, including range overlap, supervisory and hierarchical differentials, and progression between job levels.
B. Assess salary relationships within classifications, including differences based on tenure, experience, and time in class, and shall identify the extent and impact of compressed pay relationships.
C. Provide documented results for each analysis and summarize the implications of each for internal equity, recruitment, and retention in a public-sector context.
D. Outline an approach to remediating compression, including structural adjustments, range redesign, targeted increases, or phased implementation strategies, with estimated cost impacts.
E. Provide Implementation guidelines on how to communicate the recommended structure and plan to managers, employees, board members and other stakeholders.

23.2 **Additional Essential Services**

The awarded Contractor is also requested to offer services that may include, but are not limited to, the following:

A. Review, analyze and recommend simplified and effective job/position documentation method(s); identify and recommend changes
B. Provide on-demand access to valid, reliable market salary data
C. Market price and design staff and administrator salary structure
D. Market price and design Senior Administrator Leadership Team salary structure
E. Market price and design faculty and department chair salary structure/ranges

23.3 **Project Approach**

The Proposer should include in its response a sample work plan and proposed schedule showing tasks and time frames necessary to complete the scope of services to include but not limited to the following:

A. Approach to scoping and conducting the project; efforts that may be needed to ensure a successful project; work and management methodology; activity coordination methodology and consideration of areas not addressed but deemed essential to the effective conduct of the project.

B. Any issues that your firm believes are critical to the project's success; a list of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP.
C. Sample schedules and work plans indicating the tasks and time needed for each task to complete the scope of services; any assumptions made in the development of the schedule and work plan.
D. Describe any challenges you foresee with this project and the plan to address them.
E. List any cost effective and innovative ideas for delivering the project, and any other pertinent information relevant for consideration.

23.4 **Project Management**

A Project Manager must be designated to the project, and an organizational chart showing the manager and all project staff must be included. Provide team members educational background and experience, including sub-consultants, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Include the qualifications of any outside consultants and associates that may be employed to assist on this project if applicable.

Harford Community College | Procurement Department
Chesapeake Welcome Center, Room 205
401 Thomas Run Road Bel Air, MD 21015

Price Proposal RFP 27P-001 Compensation Study

All packages must be fully executed, securely sealed, and marked with the number and title of the RFP. Packages shall be addressed to the Procurement Department at the address above and must be received in the Procurement Department no later than **3:00 PM EST, December 14, 2026.**

Late packages will not be accepted and returned unopened.

_____

_____
(Firm Name)

In accordance with the foregoing instructions, General and Formal Solicitation Terms and Conditions, and specifications, including Addenda number_____through _____, I/we submit the following for evaluation.

Total Price, Complete Compensation Study Deliverable $_____

Total Price Written in Words:_____

EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within ninety (90) calendar days after its closing, to execute the contract in accordance with the proposal as accepted, and to render an acceptable certificate of insurance within ten (10) calendar days after notification of award.

_____ Firm name	_____ Authorized Signature
_____ Street Address	_____ Printed Name
_____ City, State, Zip	_____ Title
_____ Phone	_____ Email

If a corporation please state:
Name of president:_____
Name of secretary:_____
Under laws of what state incorporated:_____
Minority Business Certification: (Please check one) _____MBE _____WBE _____N/A

Harford Community College Procurement Office
Chesapeake Welcome Center, Room 205
401 Thomas Run Road, Bel Air, Maryland 21015

RFP 27P-001 Compensation Study
SOLICITATION AFFIDAVITS

FIRM NAME:_____
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

Date: _____

Federal Employer Identification Number (FEIN):_____

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

REFERENCES

RFP 27P-001 Compensation Study

PROPOSAL OF: _____

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 name :_____

   Email:_____

   Date performed: _____

2. Firm Name:_____

   Address:_____

   Telephone: _____Fax: _____

   Contact name:_____

   Email:_____

   Date performed:_____

3. Firm Name:_____

   Address:_____

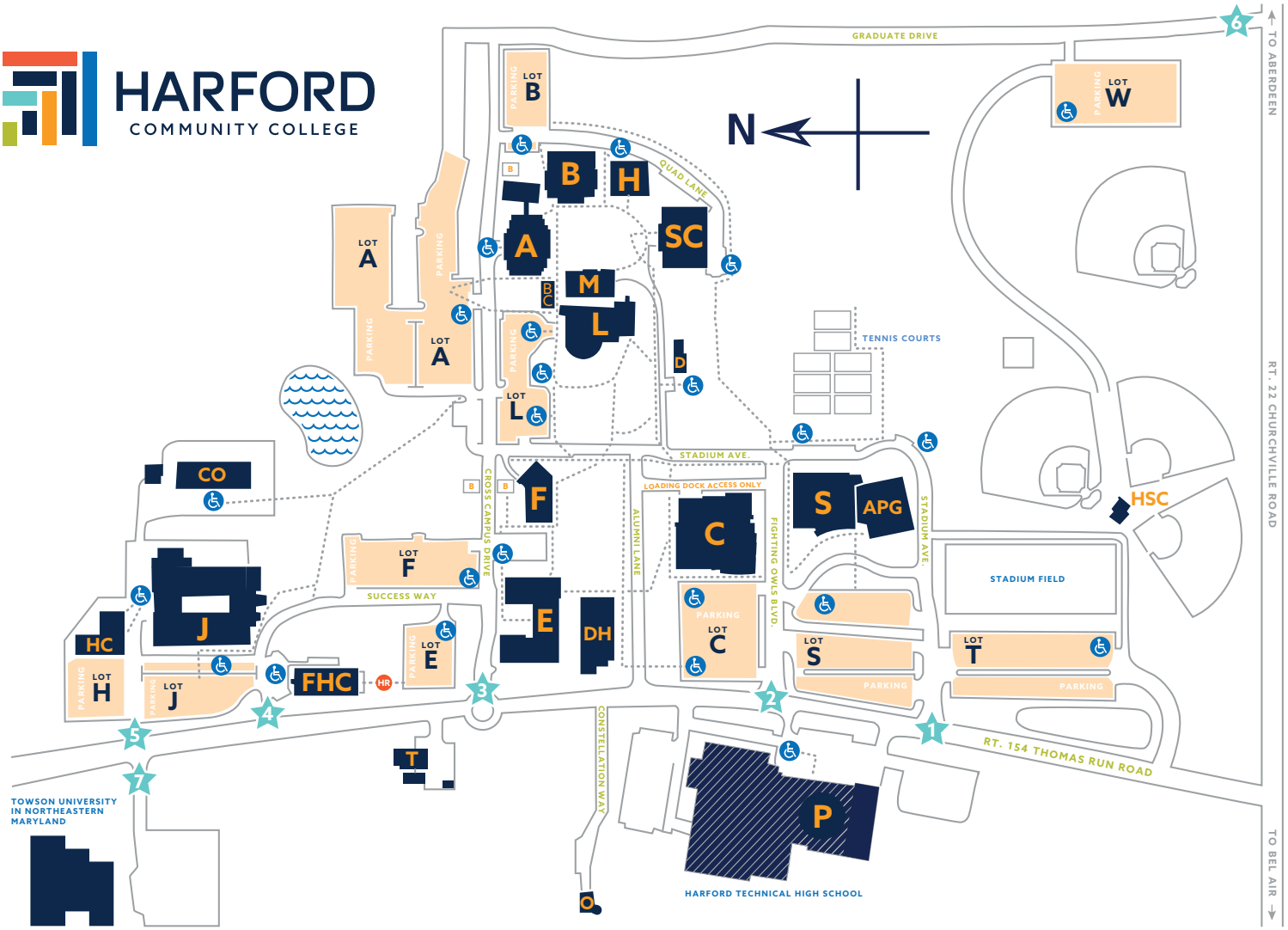
   Telephone: _____Fax: _____

   Contact name:_____

   Email:_____

   Date performed: _____

HARFORD COMMUNITY COLLEGE



BUILDING INDEX

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

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Accessible Parking
Appropriate hangtag must be displayed.

PARKING
Please adhere to all posted parking signs.
Parking in reserved spaces will result in a fine ($50 - $150).

- Accessible Pathway
- B Public Transportation Stop
- Main Entrances