Solicitation 20-07
For
Executive Search Services

1.1. Solicitation. This Solicitation is to provide firms an opportunity to present their qualifications and experience, to providing the scope of services in relation to the needs of Prince George’s Community College (“PGCC” or “College”).

Prince George’s Community College, Board of Trustees is seeking and executive search firm to assist with the process of searching, processing and securing a candidate to replace the College’s chief executive. The presidency at the College has been consistent for much of its 60-year history with the current president having served 13 years.

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal (“Proposal” or “Offer”) from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

1.2. Procurement Regulations. This Solicitation shall be conducted in accordance with College’s Policies and Procedures. The procurement method is Competitive Sealed Proposals.

1.3. Prince George’s Community College Profile and Background.

Prince George’s Community College is the number one choice of Prince George’s County residents for an undergraduate education and the leading institution in training and preparing employees for the county’s workforce. Since 1958, the college has provided students, the county, and region with high quality and affordable education, cutting-edge workforce and development training and the opportunity to achieve their dreams and aspirations.

Prince George’s Community College serves a diverse population of close to 40,000 students who represent 128 countries throughout the world. The College in partnership with County agencies, schools, and businesses provides two-year degree programs, transfer opportunities, career education, workforce training and continuing education. Students can earn associate degrees, certificates, letters of recognition, and licensures. At Prince George’s Community College, student success is the highest priority. The College is committed to promoting opportunities for students to succeed inside and outside of the classroom.

Prince George’s Community College encompasses 150 acres in Prince George’s County and is
located eight miles east of Washington D.C. Prince George’s Community College is bound on the east by Largo Senior High School, on the west by the Campus Way South roadway and townhouse developments, on the south and southwest by townhouse developments, and on the north by Largo Road (MD Route 202). The neighboring land is predominately residential, which is not expected to change.

1. **Instructions:**

   a. Use only forms supplied by the College
   b. Email your proposal/quote/questions to:

   **Issuing Office.**

   Beth Vu Kirk, Director of Procurement
   Prince George’s Community College
   Office of Procurement, Suite 264
   Largo, MD 20774-2199
   kirkbv@pgcc.edu
   Telephone No.: 301-546-6000

   and

   Tom Sanford, Sr. Buyer
   Prince George’s Community College
   Office of Procurement, Suite 264
   Largo, MD 20774-2199
   sanforte@pgcc.edu
   Telephone No.: 301-546-0644

c. Do not alter or change any wording in the proposal form

d. The Issuing Office shall be the sole point of contact with the College for purposes of the preparation and submittal of proposals in response to this solicitation.

2. **Solicitation Schedule:**

   - Issue Date: November 6, 2019
   - Pre-Proposal Conference Call: November 11, 2019 at 10:00 AM ET
     Dial-in/Call-in information shall be provided, to potential proposers whom confirm attendance via email to the Issuing Office by November 8, 2019 12:00 PM ET.
   - Proposal Due Date: November 12, 2019, at 10:00 AM ET
   - Oral Presentation/Discussion Session(s): November 15, 2019 for invited shortlisted firms only, if required by the College
   - Contract Commencement: November 20, 2019 (Projected)
   - First Board of Trustee and Search Committee Meeting: November 20, 2019 (see Scope of Services for details)
3. **Response Requirements:** Provide a comprehensive proposal including your firm’s experience as it relates to this Solicitation and the SOW provided within this Solicitation.

4. **Response Requirements:**

The proposal should be divided by tabs referencing the sections provided below:

**Tab 1: Table of Contents**
Include a Table of Contents displaying the organization of the proposal being submitted.

**Tab 2: Transmittal Letter**
This letter will summarize in a brief and concise manner, the proposer's understanding and interest of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official’s title or authority. The letter should not exceed two pages in length.

**Tab 3: Firm Information**
Name of Firm, Year Firm was established; Type of Ownership; Name of Parent Company (if any); Name and contact information of not more than Two principals to contact; Present Offices; Total Personnel; Personnel by Discipline; History and Information about the Firm.

**Tab 4: Search Committee Survey Questions**
Provide a succinct response to the following Survey Questions; this section shall not exceed eight (8) pages.

1. Describe your firm’s experience with successful placements for presidents and provosts over the last five years, and the names of those institutions in which those individuals were placed.

   What has been the success rate of presidential searches over the last five years?

2. Describe your firm’s experience with community colleges, if any.

3. Describe your firm’s experience in working with:
   - a presidential search committee,
   - educating the committee about the search process,
   - providing a broader pool of diverse candidates for consideration; and,
• checking the candidates’ references beyond the scope of traditional academic criteria.

4. Describe the extent to which your firm deploys technology in support of the search process and the committee’s execution of its duties.

5. Provide an overview of how your firm views the role of the search committee members in the search, and how search committee members will be a vested part of the process.

6. Will the executive search firm have a social media presence throughout the search process? Explain and describe how the social media presences will be deployed/used. If a social media presence is not advised or will be used, explain why.

7. Does the executive search firm have software platform for the nomination and/or acceptance of applications from candidates? Explain and describe the digital platform to be used and how recommended candidates/applications will be disseminated to the College. If a software platform will not be used explain the tools or process your firm uses to accept, process and disseminated the information to the College.

**Tab 5: Lead Consultant and Team members**

Provide the name and résumé of the lead consultant who would be assigned to work with Prince George’s Community College. In addition provide the names and résumés of all proposed Team members who will directly contribute to the required services.

**Tab 6: Three (3) Client References (see form, below)**

Submit three References. References should include contact name and phone number, project associated with, and a brief description of the services associated with the Client.

**Tab 7: Minority Business Enterprise**

Prince George’s Community College strongly encourages qualified local minority businesses and local business to provide goods and services for the performance of College functions. Minority Business Enterprises (MBE) firms are strongly encouraged to respond to this solicitation. An MBE is defined by the College as follow: A Minority Business Enterprise (MBE) is any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women and the physically or mentally disabled), or a non-profit entity.
organized to promote the interest of the physically or mentally disabled.

Although State certification is not required, Offerors shall be required to provide adequate proof that each MBE proposed/utilized meets the College’s requirement/status and be required to execute the College’s MBE Affidavit or other execute/provide other required documents determined by the College, at a later date.

Potential proposers that are not certified by the Maryland Department of Transportation (MDOT) are encouraged to initiate certification as soon as possible. For more information on the State’s MBE program or questions related to certification, please contact MDOT’s Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website: [http://www.mdot.state.md.us/mbe/index.html](http://www.mdot.state.md.us/mbe/index.html).

MBE Contract Participation Goal/Commitment: 15%

The MBE goal is the minimum percentage the awarded vendor will retain for MBEs of the total overall contract(s) value that is established for this solicitation/awarded contract, unless waived by the College. This subcontracting goal will become part of the contract. The MBE goal may be fulfilled by an MBE prime, if awarded the contract.

Proposers are to provide within their proposal a completed and signed MBE Utilization Affidavit and include a completed MBE Participation Schedule. Proposers are strongly encouraged to include local (Prince George’s County based company/ies) MBEs within your firm’s proposal. The Procurement Officer may deem the proposal not susceptible of the award, if the MBE documents are not provided within the Proposal. For more information regarding the College’s MBE terms and conditions, contact the individuals listed under the Issuing Office section of this Solicitation.

Tab 8: Search and Placement Fee

Proposers are to provide all fees and/or the fee structures associated with providing the required services as described in this Solicitation. The College and the Proposer shall confer on the placement of advertisements. The College will be responsible for the cost of such placements. Proposers are to include in their pricing all fees, including but not limited to: Travel, reimbursements, equipment, postage, etc., if applicable.

5. Reserved Rights:

The College reserves the right to reject any and all bids or to accept any bid in the interest of Prince George’s Community College. For the same reason the College
reserves the right to waive any informality in a bid.

THE COLLEGE RESERVES THE RIGHT TO MAKE AN AWARD IN THE AGGREGATE OR TO AWARD MORE THAN ONE AWARD OR REJECT ANY OR ALL BIDS/SUBMITTALS/PROPOSALS, TO ACCEPT PART AND NOT THE OTHER PART, IN THE BEST INTEREST OF THE COLLEGE.

6. Awarded Contractor shall accept College’s Contract Terms and Condition, including but not limited to: Attachment A: Contract and Contract Affidavit.

7. Confidentiality.

7.1. PGCC’s Information during the Procurement Process: Proposers and the selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the College’s business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act (“FERPA”), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the PGCC’s confidential information. PGCC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to PGCC’s needs and requirements, PGCC is willing to disclose certain confidential information to Offerors, including without limitation information concerning PGCC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this Solicitation Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the Solicitation; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by PGCC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror’s Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror’s position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.
8. **Access to Contractor Records for Quality Assurance and Auditing Purposes.**
The Contractor and its principal subcontractors must provide access to pertinent records by College personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

9. **Conflict of Interest.**
The Contractor awarded the Contract shall provide the specified services for PGCC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the Procurement Officer may reject a Contractor’s Proposals. Contractors should be aware that the State Ethics Law, State Government Article 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 10 and 11 below. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.

10. **Maryland Public Ethics Law, Title 15.**
The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal; (ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

   If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission’s toll-free phone number, 877-669-6085, or see the website, [http://www.ethics.gov.state.md.us](http://www.ethics.gov.state.md.us). The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

   A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

11. **Assistance in Drafting.**
Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For
questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission’s toll-free phone number, 877-669-6085, or see the website, http://www.ethics.gov.state.md.us.
SECTION II.   SCOPE OF SERVICES

The primary responsibility of the Search Committee Firm “Contractor” is to manage and organize the search process from start to finish.

Services may include but are not limited to:

- Maintains a consistent and efficient search as well as ensure the best-qualified candidates receive consideration for the position.
- Liaisons with the Board and Search Committee throughout the recruitment and selection process.
- Provides regular status reports to the Search Committee Chair.
- Consults with the Search Committee Chair to review the search process and seek guidance as appropriate.
- Supports all Search Committee meetings.
- Co-manages with the Search Committee Chair and facilitates the first planning meeting.
- Guides the Board in developing and implementing a search plan and timeline.
- Provides the Board with information and materials needed to conduct an effective search.
- Ensures the College adheres to the established search process.
- Places and or ensures advertisements and additional outreach is conducted.
- Presents the summary of evaluations at the deliberation meeting, or in specified meetings as requested by the Search Committee.
- Facilitates the creation of interview questions and submits to the Board for approval.
- Acts as a liaison between the College and candidates. This includes the coordination, itineraries and scheduling of interviews.
- Maintains the confidentiality of the committee proceedings, identity of the candidates, and all communications with the candidates.
- Ensures all finalist candidates complete the consent form for background checking and any other required forms and then forward the forms to the College.
- Completes all required work associated with the search to include background and reference checks of finalists.
- Maintains and collects all records from Search Committee members.
- Advises the Board on the hiring of the new president.
- **Attend the first Board of Trustee and Search Committee Meeting as follows:**
  - Location: Largo MD, Campus, Kent Hall Room 255
  - Time: Board of Trustee Meeting, 5:00 PM; and, Search Committee Meeting, 6:30 PM
Each bidder must list below three (3) recent customers of similar requirements. Failure to submit references may deem proposals nonresponsive.

1. Customer Name: ______________________________________
   Address: ____________________________________________
   Contact Person: ______________________________________
   Phone Number: ________________________________________

2. Customer Name: ______________________________________
   Address: ____________________________________________
   Contact Person: ______________________________________
   Phone Number: ________________________________________

3. Customer Name: ______________________________________
   Address: ____________________________________________
   Contact Person: ______________________________________
   Phone Number: ________________________________________
Attachment A

SAMPLE ONLY – CONTRACT TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT THE COLLEGE’S SOLE DISCRETION

PRINCE GEORGE’S COMMUNITY COLLEGE

CONTRACT #_______

______________ __, 2019

CONTRACTOR: ______________________
Federal Employer ID: __-________
Address: __________________________

______________________________
Contact Person: __________________
Contact Phone: __________________
Contact Fax: ____________________
Contact Email: __________________

PGCC Ordering Office:
Project Coordinator:
Coordinator Phone:
Coordinator Fax:
Coordinator Email:

PGCC Procurement Officer/Contract Manager:
Phone Number:
E-mail address:
This Agreement (“Agreement” or “Contract”) is made this ___ day of August, 2019, between the Prince George’s Community College (“PGCC” or the “College”), and ______ ____________________________ (“Contractor” or “Consultant”), with an address of ________________________________, collectively the “Parties.”

**CONTRACT DOCUMENTS AND TERM**

This Agreement consists of multiple documents as follows in the order of precedence:

- This Agreement Form (pages 1 through 11) and any Amendments;
- Attachment A: Scope of Services and the Contractor’s Proposal;
- Work Orders, Purchase Orders, and Terms and Conditions issued under this Contract, whether or not attached hereto.

This as-needed, non-exclusive Agreement shall be effective upon the date of execution by the Parties and shall continue through June 30, 2023, or until the work deliverables are completed per Attachment A, unless extended by amendment.

**RECITALS.** The Contractor has been awarded a contract to provide services (the “Services”), as needed, for PGCC upon the terms and conditions set forth herein, and the Contractor is willing to undertake the Services upon such terms and conditions. The Contractor represents that the Contractor is qualified to render the Services required by PGCC.

NOW, THEREFORE, PGCC and the Contractor agree as follows:

1.0 **PROFESSIONAL SERVICES**

1.1 The Contractor shall perform the non-exclusive Services as described in Attachment A of this Agreement.

1.2 Services shall be performed in accordance with a schedule of activities agreed upon by the Parties issued as a Work Order by the College. The Contractor will provide all the necessary equipment, materials, and personnel to perform the Services in as expeditious a manner as is consistent with good professional skill and care and the orderly progress of the Services. In the event of any conflict in terms between Attachment A of this Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.

1.3 PGCC will designate a staff member to act as manager (“Project Manager”) between the College and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Project Manager and also to any other PGCC personnel designated by the Project Manager. Direct contact or communication by the Contractor with other PGCC offices or any other entity concerning the Services shall be
made only with the prior knowledge and approval of the Project Manager.

1.4 The professional contractor for the Services shall be the same person identified in this contract unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to PGCC’s approval, and notify PGCC in writing. Major changes in the Contractor’s organization or personnel (other than the Contractor) shall be reported to PGCC in writing as they occur.

1.5 If applicable, any amendments to this Agreement, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. The Scope of Services which is set forth as Attachment A is made a part of this Agreement.

2.0 FEES AND PAYMENTS

2.1 The Contractor’s rates shall not exceed the fixed rates/fees provided in Attachment A and all such rates/fees include all expenses in the performance of the Services. Payments shall be made upon acceptance of deliverables as outlined in Attachment A of this Agreement or in Work Orders/written directives issued by PGCC. The maximum fee for all services provided under this Agreement shall not exceed $300,000.00 unless modified by an amendment or the reissuance of a Purchase Order, at a later date. The College does not guarantee the Services. The College shall issue Work Orders to the Contractor, as needed.

2.2 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, Prince George’s Community College, 301 Largo Road, Largo MD 20774 at accounting@pgcc.edu and to the Project Manager.

2.3 Payment shall be paid within 30 days after PGCC’s receipt and acceptance of an undisputed invoice.

2.4 **The Contractor shall include along with each invoice a summary of work/activities completed during the work period being invoiced.** The Contractor shall clearly reference the Purchase Order or Contract number; the type of billing, i.e., the deliverable; and additional information as may be specifically required elsewhere in this Agreement.

2.5 No invoice will be processed if there is a dispute between PGCC and the Contractor as to the current or cumulative Services provided.

2.6 PGCC’s approval of periodic payments to the Contractor shall not constitute, in any sense, approval or acceptance by PGCC of the work performed through the date of the invoice or of the Contractor’s assertion of percentage of the Services completed through the date of the invoice.
2.7 It is understood that there is no guarantee of dollar amount of work under this Contract. Payment will be issued on Services rendered. Adjustments to payments for non-performance may be taken by the College, at its sole discretion.

2.8 As an independent contractor of PGCC, no withholding of income tax, Social Security, or other sums will be made from the payment to the Contractor.

3.0 EVALUATION AND ACCEPTANCE PROCEDURE

3.1 Upon completion and delivery of each deliverable by the Contractor, PGCC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by PGCC of each deliverable. The Contractor will demonstrate to PGCC that the deliverable has been completed or has occurred and will provide PGCC with written notice of the same.

3.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within five (5) business days of receipt by PGCC of a scheduled deliverable from the Contractor, PGCC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term “Materially Conforms” means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then PGCC will provide written confirmation to the Contractor that the deliverable is accepted.

3.3 If the deliverable does not Materially Conform, PGCC shall immediately return it to the Contractor with a written list of deficiencies. The Contractor, at no additional cost to PGCC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to PGCC within the time period specified, or if not specified, then within ten (10) business days for further evaluation by PGCC. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then PGCC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 6.3 of this Contract. If PGCC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by the Contractor to which the Parties may agree.

3.4 If either party fails to meet the evaluation period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract has been materially breached and begin the termination process as defined in Section 6.3 of this Contract.
4.0 ONSITE AND OFFSITE MEETINGS

The College may request the Contractor to attend meetings or working sessions at any of PGCC’s offices/campuses or extension centers and/or at designated offsite locations, as needed. Travel expenses shall not be reimbursed unless prior written approval is provided by the College. Meal and Incidental Expenses (M&IE) Reimbursement rates shall not exceed the State of Maryland rates posted on the Department of Budget and Management website, https://dbm.maryland.gov/Pages/MealTipReimbursement.aspx.

5.0 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

5.1 For the consideration payable under this Agreement, all work product derived from the Services and required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law, and corresponding laws of other countries. PGCC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Contractor hereby assigns all rights, title, and interest in and to the work derived from the Services and agrees to require all members involved in the production, as well as any agents or subcontractors of the Contractor involved in Services, to agree in writing that they assign to PGCC all right, title, and interest in work product derived from the Services required by this Agreement. All work product required by this Agreement shall also be protected by the attorney-client and attorney work product privileges available under Maryland law.

The Contractor shall retain ownership of any pre-existing intellectual property it held prior to this Agreement and to any intellectual property it develops outside this Agreement without reference to any materials or work it was exposed to under this Agreement.

5.2 Notwithstanding the terms of Paragraph 5.1, the Contractor is permitted, with written consent, to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions, and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

6.0 OTHER TERMS AND CONDITIONS

6.1 Maryland Law – The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

6.2 Termination for Convenience – The College may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination.

6.3 Termination for Default – When the Contractor has not performed or has unsatisfactorily performed the Services, payment shall be withheld at the discretion of the College. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Agreement, and the Contractor will not be entitled to recover any costs incurred by the Contractor up to the date of termination.
6.4 Changes – This Agreement may be amended with the consent of the Parties. Amendments may not change significantly the scope of the Agreement.

6.5 Disputes – Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer’s decision. Claims not resolved by action of the Procurement Officer may be reviewable by other College officials.

6.6 Suspension of Work – The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as she may determine to be appropriate for the convenience of the College.

6.7 Delays and Extension of Time – The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor, its subcontractors, or suppliers.

6.8 Nondiscrimination in Employment – The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability, and (b) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

6.9 Contingent Fee Prohibition – The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent, for any fee or any other consideration contingent on the making of this Agreement.

6.10 Ethics – This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any College employee in connection with this Agreement.

6.11 Intellectual Property – The Contractor agrees to defend upon request and to indemnify and save harmless PGCC, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

6.12 Choice of Venue – Any lawsuits filed by the Parties arising out of this agreement shall be filed in either the Circuit Court or District Court for Prince George’s County, MD.
6.13 If funds are not appropriated or if funds are not otherwise made available for continued performance of this Contract, this Contract shall be canceled automatically for Services for which funds were not appropriated or otherwise made available, provided that this will not affect either the College’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The College shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

7.0 CONFIDENTIAL INFORMATION

7.1 The Contractor acknowledges and understands that in connection with this Agreement for the performance of the Services and otherwise, the Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the College’s Confidential Information (as defined herein). For purposes of this Agreement, “Confidential Information” means all information provided by the College to the Contractor, including without limitation information concerning the College’s business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, software, and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral information, and it includes the originals and any and all copies and derivatives of such information.

7.2 The Contractor shall use the Confidential Information only if and when required for the performance of the Services, for no other purpose whatsoever, and only as needed by Contractor employees engaged in such performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that PGCC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), the Maryland Public Information Act (“PIA”), and the Health Insurance Portability and Accountability Act (“HIPAA”), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the “Privacy Laws”). The Confidential Information that is protected under FERPA and HIPAA will be provided to the Contractor because it is handling an institution service or function that would ordinarily be performed by PGCC’s employees. The Contractor agrees that it shall be obligated to protect and may only maintain and use the Confidential
Information in its possession or control in accordance with the Privacy Laws to the same extent as PGCC would be obligated if the Confidential Information were in the possession or control of PGCC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA and medical records as provided in HIPAA.

7.5 The Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, the Contractor shall immediately notify the College and before disclosing such information shall allow the College reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

7.6 The Contractor’s obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

7.7 The Contractor acknowledges that the Contractor’s failure to comply fully with the restrictions placed upon use, disclosure, and access to Confidential Information may cause the College grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 7 shall be a material breach of this Agreement.

7.8 The Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. The Contractor shall forward any request for disclosure of Confidential Information to:

Office of Procurement
Prince George’s Community College
301 Largo Road, Largo MD 20774

7.9 Except to the extent otherwise required by applicable professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by the Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by the Contractor, (c) was independently developed by the Contractor without violation of this Contract, or (d) the Contractor and the College agree in writing to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other’s information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

7.10 All Confidential Information received by the Contractor shall be returned to the College or destroyed upon completion or termination of this Contract.
8.0 **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College and its respective agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Services by the Contractor, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any employee, agent or subcontractor of the Contractor. At PGCC’s request, the Contractor will defend PGCC or settle any suit, claim, or proceeding brought against PGCC in relation to this contract. This obligation is not intended to be or to imply a waiver of the sovereign immunity of PGCC. The College does not assume any obligation to indemnify, hold harmless, or pay attorney’s fees that may arise from or in any way be associated with the performance or operation of this Agreement.

9.0 **RELATIONSHIP OF THE PARTIES**

9.1 Nothing in this Agreement shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the Parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant, or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this Agreement is intended to create a joint employment relationship.

9.2 It is understood and agreed that the Contractor is an independent contractor of the College and not an employee. Except as set forth in this Agreement, the College will not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereunder. All employees or contractors of the Contractor shall in no way be considered employees of the College, but rather they shall be employees or contractors of the Contractor, and the Contractor shall bear full responsibility for compensating those persons and for their performance of Services under this Agreement.

9.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party’s public image, programs, or operations.

9.4 The Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without the College’s prior written approval.

10.0 **INSURANCE**

The Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Agreement. The Contractor shall also maintain in full force and effect workers’ compensation insurance as required by the laws of the jurisdiction in which the Services are performed. Upon request, the Contractor shall provide the College with evidence of such insurance.
11.0 **SOFTWARE AND SECURITY (If Applicable)**

11.1 The Contractor is the owner or authorized user of the Contractor’s software and all of its components, and the Contractor software and all of its components, to the best of the Contractor’s knowledge, do not violate any patent, trademark, trade secret, copyright, or any other right of ownership of any third party.

11.2 The Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. The Contractor’s software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to Confidential Information.

11.3 The Contractor shall report any confirmed or suspected breach of the College’s data to PGCC’s Program Manager within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of the College’s data shall be reported to PGCC’s Program Manager within 12 hours of discovery or detection.

11.4 The Contractor shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

11.5 The Contractor shall configure and maintain networks to be suitably hardened against security threats and ensure adequate performance.

11.6 The Parties, at their own expense, shall comply with the laws, rules, and regulations of competent public authority relating to their duties, obligations, and performances under this Agreement; shall procure all licenses and pay all fees and other charges required thereby; and shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.

11.7 Neither party shall, in the course of its performance or nonperformance of this agreement, discriminate in the selection of any participant pursuant to this Agreement because of race, creed, color, national origin, religion, disability, sex, sexual orientation, age, or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983, and subsequent amendments and pertinent federal and state laws regarding discrimination. In the event of the Contractor’s noncompliance with these sections, this Agreement may be canceled, terminated, or suspended in whole or part, by the College.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.
Prince George’s Community College                                  Contractor

By: _____________________________                                  By: __________________________
Terri Bacote-Charles                                                  XXXX
VP for Administrative and Financial Services

Title:

Date: _____________________________                                  Date: ___________________________
CONTRACT AFFIDAVIT

(This affidavit is a mandatory contract addendum but it is only required from the successful Contractor also referred to as “Consultant”.)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:
I am the (title) ___________ SAMPLE __________________________ and the duly authorized representative of (business) ______ SAMPLE __________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic__) (foreign__) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _________________________________________________________

Address: __________________________________________________________

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

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:
D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:
To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ________________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ________________ By: ________________________________________________
PRINCE GEORGE’S COMMUNITY COLLEGE
MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

I hereby declare and affirm that I am the _______________________________________

>Title

and the duly authorized representative of __________________________________________________________________________

________________________________________________________________________________________________________

(Name of Bidder)

1. I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than __ percent of the total contract amount, and commits to make a good faith effort to achieve the goal.

Therefore, I will not be seeking a waiver pursuant to MBE provisions included in this solicitation.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with the provisions included in the solicitation or as requested by the College at a later date.

2. If requested and/or required under this solicitation by PGCC to submit an MBE Participation Schedule with our firm’s Proposal, I acknowledge that I will/have identified the MBE’s that meet the College’s MBE status and goal requirements, per the solicitation documents.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award, whichever is earlier.

(a) Outreach Efforts Compliance Statement (M-C Form)
(b) Subcontractor Project Participation Certification (M-D Form)
(c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided (or will be provided) not less than the same information and amount of time to respond as were (are) non-MBE subcontractors.

5. I understand that my failure to comply with the requirements of this solicitation and the contract may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.

6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

__________________________  _________________________
Bidder/Offeror Name                Signature of Affiant

__________________________  _________________________
Address                           Printed Name, Title

__________________________
Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL
**MBE Participation Schedule**  
*(for submission with Proposal)*

This document must be included with the bid or Price Proposal offer. If the Offeror fails to submit this form with the bid or Price Proposal offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. MBE Terms and Conditions shall apply, see Appendix M.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone)</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td>Total Contract Amount $</td>
</tr>
</tbody>
</table>

**List Information For Each Certified MBE Subcontractor On This Project**

<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<tbody>
<tr>
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**USE THE ATTACHED CONTINUATION PAGE AS NEEDED**

**TOTAL MBE PARTICIPATION:**  
_______% $__________

**TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:**  
_______% $__________

**TOTAL ASIAN-AMERICAN MBE PARTICIPATION:**  
_______% $__________

**TOTAL HISPANIC-AMERICAN MBE PARTICIPATION:**  
_______% $__________

**TOTAL WOMAN-OWNED MBE PARTICIPATION:**  
_______% $__________