REQUEST FOR PROPOSAL #19-12
FOR
Time and Attendance Software System and Services

ISSUE DATE: MARCH 1, 2019

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office and provide their name and email address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. This is a courtesy, not a requirement of the College, the College does not take responsibility if any Prospective Offeror is not informed of communication issued under this RFP. It is the sole responsibility of any Prospective Offeror to visit the College’s website for all documents relating to this RFP.
SOLICITATION SCHEDULE

RFP #19-12

Issue Date: March 1, 2019

Last Day for Questions: March 13, 2019 at 10:00 AM ET

Proposal Due Date: March 27, 2019, 10:00 AM ET

Oral Presentation/Discussion Session(s):
(If held and for invited shortlisted firms only)
April 9-10, 2019 (projected)

Contractor(s) Selection Anticipated to be finalized:
April 18, 2019 (projected)

Contract Commencement: Before July, 2019

(Note: Board of Trustees approval maybe required prior to the execution of the Contract)
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- Mercury Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule
- References

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REQUEST FOR PROPOSALS

FOR

Time and Attendance Software System and Services

SECTION I.  GENERAL INFORMATION

Summary.

1.1. Solicitation. The intent of this Request for Proposal (“RFP” or “Solicitation”) is to provide firms an opportunity to present their qualifications and experience, to providing the scope of services described in this RFP and in relation to the needs of Prince George’s Community College (“PGCC” or “College”). 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 RFP 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 more than 44,000 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.

1.4 Qualifying Proposals.

Only those firms who meet the minimum qualifications listed below shall be considered for a possible award.

1. Experience: Educational Clients (preferably Higher Education, University or College), within the last 7 years from the time of issuance of this RFP.
2. Cloud based solution
No exceptions shall be made to these requirements.

2. Issuing Office.

2.1. Issuing Office:

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

2.2. 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.

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to the individuals listed above. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the College may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received for response. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed in the Solicitation Schedule of this RFP.

Potential proposers are advised that the College reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

4. Minority Business Enterprises (MBE) and Local Businesses.

Minority participation is important to PGCC. 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.

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 (see Appendix A) 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.

5. Acceptance of Terms and Conditions.
By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

6. Contractual Agreement and Term.

It is intended that one (1) will result from this Solicitation.

Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of PGCC, or such other date as PGCC and the Contractor shall agree. The initial term of the Contract is anticipated to start in April 2019, through completion of the project.
7. **Confidentiality of PGCC’s and Offeror’s Information.**
   Refer to Appendix S for the terms of confidentiality of PGCC’s and Offeror’s information.

8. **Post-Award Confidentiality.**
   Refer to Appendix C for the confidentiality obligations of awardees and PGCC.
SECTION II. SCOPE OF WORK

1. Overview.

The College is seeking a time and attendance software system with a web time entry capability. The software system shall be web based and designed to enable employees to submit hours worked and leave electronically, eliminating the paper submission process.

Currently, the College processes the following:

- Manually (paper) process 550 leave applications Bi-Weekly
- Manually (paper) process over 300 time sheets Bi-Weekly
- Manually (paper) update over 300 pay adjustments Bi-Weekly

The system functionality and vendor services shall include but is not limited to:

- Alleviate manual timesheet entries, leave applications, and tax documents.
- Alleviate the need for a “Timekeeper” to physically deliver paper employee timesheets to Payroll.
- The elimination of leave applications being submitted and updated manually by Payroll
- Business User Requirements listed in the Response Requirements, including but not limited to:
  - Attendance Tracking
  - Disability Absences/Tracking
  - Family Medical Leave Act Tracking
  - Health Insurance Portability and Accountability Act Security Compliance
  - Document Management
  - Reporting
  - User Access Security
  - Training
  - Support and Maintenance Services, and on-line assistance
  - Customization/Scalability
  - Interfacing with the College’s existing software systems
  - Installation of equipment compatible with the College’s software/hardware systems
  - Compliance Services (state and federal labor law requirements)
  - Job assignments
  - Scheduling
  - End of Period Processing, Retroactive Calculations and Adjustments
  - Current Legislative Reference Manuals
SECTION III. PROCUREMENT PHASES
AND EVALUATION PROCESS

ARTICLE 1. PROPOSAL REQUIREMENTS

1. General Requirements

1.1 Submission.
An original plus three (3) copies (for a total of 4), as well as a CD or a flash drive, of the Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Proposal, as this is considered by PGCC to be the official Offer from the Proposer. No pricing information is to be provided in the Proposal; if any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer. By providing a CD or flash drive, Offeror grants PGCC the right to reproduce and distribute copies of the Proposal internally for evaluation purposes. The Proposal on the CD/flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by PGCC. Clearly mark on the coversheet and binder which proposal is the original.

1.2 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror’s official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for PGCC’s use during the procurement process. Do not include price information in the transmittal letter.

1.3 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

2. Initial Technical Criteria
Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. Offerors must paginate the Proposal and are requested to provide tabs to separate responses to each of the technical criteria.
The following information must be furnished in the Proposal per this solicitation, as more fully described within this RFP. Failure to include any of the items listed below may disqualify your firm’s response. Offerors are requested to compile their Proposals in the same order. It is the Offeror’s responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for PGCC.

1. 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: Experience**

a. **Section I: Firm Information**
List 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.

b. **Section II: Account Manager and Project Team Members**
Detail the proposed Account Manager and Team Members and provide resumes of key persons, specialist, and individual consultants. List ONLY the individuals who will directly contribute to the project and have a defined role and ongoing support services. Include on the Resume: Name & title; Project assignment; Name of firm associated with; Year’s experience with firm; Total year’s experience; Education; Degrees, Active Registrations, and experience and qualifications relevant to the proposed project. (If awarded the contract, the contract shall require the assignment of these same participants to the project. No substitutions will be permitted unless approved by the college. The college’s approval will not be unreasonable withheld.)

c. **Section III: Related Clients**
Provide three (3) related clients completed or in progress (from Prime/submitting firm). One firm must be higher education. Include: Client’s
Name; Client Point of Contact to include name & phone number; Relevance to the Prince George’s Community College initiative/project; Detailed description of project; key team members involved in the related project Pictures and additional detail are recommended. At least two projects referenced must be completed.

d. **Section V: Three (3) Client References (page, 33) and Three (3) Letters of Recommendation**

Submit three to five Client References and three to five Client Letters of Recommendation. References should include contact name and phone number, project associated with, and a brief description of the project/s associated with the submitting firm.

e. **Section VI:**

1. **Project Schedule and Specific Information**

Provide a Project Schedule and include the phases of work. Explain the information/data/deliverables required from the College and when the information/data is required to meet the proposed schedule.

2. **Implementation Process/Management**

   a. Include how your firm will insure the proposed and agreed to schedule shall-be managed throughout the development and implementation process to meet the required completion date.

   b. Describe/explain project management process/procedures used by your firm to ensure deadlines and due dates are met. Include if your firm has a performance implementation guarantee.

3. **Business Requirements Form**

   Complete the Business Requirements Form, See Appendix B.

   Provide a detailed narrative/explanation how your system will improve the Current Process Flow for requesting leave.

f. **Training and on-going support services**

   Describe your firm’s training and on-going support services after implementation.

g. **Section VII: Additional Information**

   Include in this section any additional information requested. This section can also be used to include additional information as deemed appropriate by the firm.

**Tab 4: Pricing**

As applicable, the Financial/Price Proposal should consist of, but not limited to:
Complete the Price Proposal Form (Appendix B) to include the total fee/cost for services as described in this RFP and as specified as an available feature/function in the Proposer’s proposal.

Proposed payment schedule/milestones

Pricing may include but is not limited to:

- Hourly rates by Team Member/Consultant with projected hours
- Flat fee/set up fee for development and implementation as described in this RFP and in the proposed schedule/implementation plan.
- Monthly subscription fee
- Equipment
- Set-up fees
- Training – remote and onsite
- Upgrades/Updates
- Fees/cost for functionality/features not included in the monthly/yearly/set-up fee quoted.
- Maintenance and Support
- Other Fees

The College may elect to request Best and Final Price Proposals (BAFO’s).

**Tab 5:**

- **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Proposal.

- **Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability, as applicable.

- **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Proposal.

- **Acknowledgement of Review of Contract:** The PGCC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the College. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor.

Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer’s proposal/submission.
• **Minority Business Enterprise Documents**  
  ▪ MBE Utilization Affidavit  
  ▪ MBE Participation Schedule  

• **Other Required Documents**  
  ▪ Mercury Affidavit  
  ▪ Conflict of Interest Affidavit and Disclosure  
  ▪ IT Survey. Proposers may be required to complete the College’s IT Survey either during the procurement process or after. The Survey may impact the College to issue a final award and contract execution.

4. **Modifications of Proposal.**  
Offerors may modify their Proposals by e-mail or as approved by the Procurement Officer at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the College.
SECTION III
ARTICLE 2. PROPOSAL EVALUATION PROCESS

1. Qualifying Proposals.
1.1 Procurement Officer Review: The Procurement Officer shall first review each Proposal for compliance with the mandatory requirements of this RFP (i.e., susceptibility of award). Failure to comply with any mandatory requirement will normally disqualify a Proposal. The College reserves the right to waive a mandatory requirement when it is in its best interest to do so.

1.2 Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a PGCC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate College staff or request additional technical assistance from any other source.

2. Evaluation of Qualifying Proposals.

2.1 Initial Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the College’s best interest. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent. Pricing and MBE participation shall also be considered and rated and be incorporated in the overall rating/ranking.

The College’s Proposal Evaluation team will rate and score the proposals based the Offeror’s submission to each response criteria listed in Section III, Article 1.

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.


3.1 Purpose: Based on the Evaluation Committee’s Initial Evaluation, the College may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

(i) To provide the Offeror the opportunity to demonstrate its experience;
(ii) To discuss/clarify any and all aspects of the Proposal, in particular the proposed options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the services and other applicable professional services;
(iii) To allow the College to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation; and
(iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Proposal that may require additional clarification.

3.2 **Format:** The Discussion Session will be informal, as the College is not interested in a sales presentation by executives and business development staff; rather, the College is requesting evidence of the Offerors ability to meet the College’s requirements and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the College fully participate in the presentation and discussion. Ample time will be available for the College and the Offeror to ask questions and discuss issues and concerns related to the services, the scope of the services, and the Offeror’s capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 minutes in length.

Each shortlisted Offeror will be required to have the key personnel team proposed in the firm’s proposal attend the session in Largo, Maryland: Principal in Charge, PGCC’s Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

3.3 **Date:** The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

4. **Second Phase Evaluation (if applicable).**

4.1 **Criteria:** Following the Discussion Session held with shortlisted Offerors, a Second Phase Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks, if performed. The College reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

4.2 **Process:** Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Evaluation as they pertain to their respective Proposals. It is PGCC’s intent to incorporate references prior to establishing the final shortlist of proposals. However, the College reserves the right to modify scoring if pertinent information regarding a Proposer’s capability is obtain prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.
SECTION III
ARTICLE 4. FINAL EVALUATION, RANKING AND SELECTION

1. **Recommendation of Award or Further Discussions.**
The Committee may recommend an Offeror for contract award(s) based upon the Offeror’s Proposal without further discussion. However, should the Committee find that further discussion would benefit the College, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the College, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. **Final Ranking and Selection.**

   2.1 **Process:** Following evaluation of the Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the College. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

   2.2 **Basis for Award:** Technical merit may have a greater weight than financial and price in the final ranking. Award may be made to the Offeror with a higher technical capability and Price is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the College as set forth in the RFP. This RFP may be subject to the Board of Trustee’s final approval prior to the execution of the contract.

   2.3 **Negotiations:** The College may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The College reserves the right to make an award with or without negotiation.

3. **Debriefing.**

   3.1 **Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer **within ten (10) days** after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

   3.2 **Discussion:** Debriefings shall be limited to discussion of the Offeror’s Proposal only and shall not include a discussion of a competing Offeror’s Proposal. The debriefing may include information on areas in which the unsuccessful Offeror’s Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member.
APPENDIX A

PROPOSAL FORMS

1. Acknowledgement of Receipt of Addenda Form
2. Bid Proposal/Affidavit
3. Mercury Affidavit
4. Conflict of Interest Affidavit and Disclosure
5. MBE Utilization Affidavit
6. MBE Participation Schedule
7. References
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _______

PROPOSAL DUE DATE: ________________ at X:XX AM/P.M.

RFP FOR: __________________________

NAME OF OFFEROR: ____________________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______
Addendum No. ______ dated ______

As stated in the RFP documents, this form is included in our Proposal.

_________________________________
Signature

_________________________________
Printed Name

_________________________________
Title
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal, law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):


C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

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

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

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

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

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, 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 public entity, excepts 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):
___________________________________________________________________________
___________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:
I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Administrative Board of Election Laws 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.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:
(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business’ policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;

(h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii) above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: __________________________________________________________________

Address: _____________________________________

____________________________

(If not applicable so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

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

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

Date: ________________    By: ________________________________________

(Authorized Representative and Affiant)
Mercury Content

A. Mercury Content. If required under COMAR 21.11.07, a price preference not exceeding 5 percent shall be applied in the evaluation of bids or proposals in favor of products that are mercury free or if stated elsewhere in the solicitation, to products containing the least amount of mercury. The following mercury affidavit shall be completed and returned with the bid or proposal.

B. Mercury Affidavit.

MERCURY AFFIDAVIT
AUTHORIZED REPRESENTATIVE

THEREBY AFFIRM THAT:

I am the _________________________________ (Title) and the duly authorized representative of _________________________________ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

[ ] The product(s) offered do not contain mercury.

OR

[ ] The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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

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

By: _________________________________

Date _________________________________

Print Name: _________________________________

Authorized Representative and Affiant
CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College or State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the College may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the College may terminate the contract for default, institute proceedings to debar the Contractor from further contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another College or State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

________________________________________________________________
_______________________________________________________________________
____________________________________________________________
_______________________________________________________

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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: ____________________________ Date: __________

Title: __________________________________

Federal Employer Identification Number (FEIN): __________________________
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 the percent provided in the solicitation (___%) 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 Attachment B – 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 (Attachment C)
(b) Subcontractor Project Participation Certification (Attachment D)
(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 INITIAL 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.

<table>
<thead>
<tr>
<th>Prime Contractor (Firm Name, Address, Phone</th>
<th>Project Description</th>
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</thead>
<tbody>
<tr>
<td>Project Number</td>
<td>Total Contract Amount $</td>
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</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>
</tr>
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<tbody>
<tr>
<td>Work To Be Performed</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
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<td>Dollar Amount or Percentage of Total Contract</td>
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**USE THE ATTACHED CONTINUATION PAGE AS NEEDED**

**SUMMARY**

TOTAL MBE PARTICIPATION: ______% $________

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: ______% $________
TOTAL ASIAN-AMERICAN MBE PARTICIPATION: ______% $________
TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: ______% $________
TOTAL WOMAN-OWNED MBE PARTICIPATION: ______% $________
TOTAL OTHER MBE PARTICIPATION: ______% $________

Document Prepared By: (please print or type)  
Name: ________________________ Title: ____________________
MBE Participation Schedule, continued

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<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<td>Work To Be Performed</td>
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<td>Dollar Amount or Percentage of Total Contract</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
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</table>
# REFERENCES

EACH BIDDER MUST LIST BELOW AT MINIMUM, THREE CUSTOMERS OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE LAST THREE YEARS. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF BIDDER.

<table>
<thead>
<tr>
<th></th>
<th>Customer Name:</th>
<th>Address:</th>
<th>Contact Person:</th>
<th>Phone Number:</th>
<th>Email Address:</th>
<th>Projects:</th>
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<td>1</td>
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APPENDIX B

1. Business Requirements Form

2. Price Proposal Form
## Business Requirements

The following sections document the various business requirements of this project. (1) Indicate if the function/feature is available by entering in an “X” in the “Yes” cell for each requirement. If the function is not available please place an “X” in the “No” cell. (2) Include in the comments section additional details regarding the specified function, as applicable. (3) Indicate if the function/feature is included as part of your solution, at no additional cost, by entering a “Y” or “N” (if the function/feature is an additional cost include the cost in the pricing portion of the proposal. (4) If the function requires the use of a third party enter “3rd”. Note: For ease of use, a separate Word document is provided.

<table>
<thead>
<tr>
<th>Requirement Number</th>
<th>Yes</th>
<th>No</th>
<th>Comment</th>
<th>Function/Feature is included, at no additional cost, Y/N.</th>
<th>Provided by a 3rd Party Subcontractor/Vendor</th>
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<tbody>
<tr>
<td>001</td>
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<tr>
<td>This system will be available for all Staff, Faculty and Interns to ensure time tracking is accurate and up to date.</td>
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<td>002</td>
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<tr>
<td>Employee and Managers will have the ability to approve, deny or reject time sheets electronically.</td>
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<td>003</td>
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<td>Employees will have the ability to view sick, annual, and other leave balances within their security access.</td>
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<td>004</td>
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<td>Employees will have the ability to view various time entries types e.g. Jury Duty, Bereavement, sick,</td>
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<td><strong>005</strong></td>
<td>This system will have the ability to enable exception reporting, positive reporting and time clock entries.</td>
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<tr>
<td><strong>006</strong></td>
<td>This system will allow Employee Schedules to create multiple work schedules for all or specific employees.</td>
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<tr>
<td><strong>007</strong></td>
<td>This system will allow calculating of multiple codes, including overtime calculations and shift differentials.</td>
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<tr>
<td><strong>008</strong></td>
<td>This system will allow Employee Leave to be tracked and monitored.</td>
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<tr>
<td><strong>009</strong></td>
<td>Alerts to advise users to sign timesheet.</td>
<td></td>
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<tr>
<td><strong>010</strong></td>
<td>Alerts for Overtime to notify Managers and employees as daily or weekly limits approach.</td>
<td></td>
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<tr>
<td><strong>011</strong></td>
<td>Global schedule changes by department head/timekeeper for employee/workgroup.</td>
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<tr>
<td><strong>012</strong></td>
<td>Ability for employees to clock in for shift.</td>
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<tr>
<td>013</td>
<td>Employees will be able to view the status of their leave request real time.</td>
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</tr>
<tr>
<td>014</td>
<td>Employees will be able to view if their time off request is approved.</td>
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<tr>
<td>015</td>
<td>Employees will be able to view their leave balances real time.</td>
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</tr>
<tr>
<td>016</td>
<td>Employees will be able to originate a request for leave and be guided through questions that are worded and structured in a way that the employee can understand.</td>
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<tr>
<td>017</td>
<td>System will allow employees to report and approve time via a web interface, data collection device (time clocks), smartphone, tablet, and existing telephony device.</td>
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</tr>
<tr>
<td>018</td>
<td>Self service capabilities will allow employees to view and submit time and attendance through a web-interface, smartphone, and tablet</td>
<td></td>
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</tr>
<tr>
<td>019</td>
<td>Time off will be tracked, accrued, viewed, and forecasted in the system.</td>
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<tr>
<td>020</td>
<td>Data will be validated in real-time as it is entered (i.e., not in a batch process at the end of the period).</td>
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<tr>
<td>021</td>
<td>System will enable managers to review and approve time.</td>
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<tr>
<td>022</td>
<td>Attendance events such as “tardy” or “late” will be flagged and tracked.</td>
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<tr>
<td>023</td>
<td>System will have a review and approval process for completed timecards and permit daily notes to be added.</td>
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</tr>
<tr>
<td>024</td>
<td>Data will be able to be exchanged to/from payroll, and project tracking systems including employees, hours, pay, and lookup lists.</td>
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<tr>
<td>025</td>
<td>Compliance with all federal and state wage and hour laws will be ensured with the system.</td>
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<tr>
<td>026</td>
<td>To assist with Affordable Care Act (ACA) regulation, the system will have the ability to monitor and track employee worked hours and averages over specific periods of time and provide warnings when employees' average hours are about to exceed maximum.</td>
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<tr>
<td>027</td>
<td>Multiple security levels will ensure only authorized users can access sensitive information.</td>
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<tr>
<td>028</td>
<td>All system setup, including screen layouts, messages, calculations, and interfaces will be done without any custom programming to the software.</td>
<td></td>
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</tr>
<tr>
<td>029</td>
<td>System will provide actionable details on a dashboard that displays any actions required on any of their employees' timesheets immediately upon login to the system and allow them the quickly drill into the employees' timesheets to make correction.</td>
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</tbody>
</table>

**Attendance Tracking**

<p>| 030 | The system will have the ability to coordinate usage of company specific absence types with regulated leave types when appropriate. For example, when Sick time is taken that is also an FMLA event; eligibility for both is reduced either simultaneously or consecutively, as per our policies. |</p>
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<tbody>
<tr>
<td><strong>031</strong></td>
<td>System will be capable of applying attendance rules according to our organization’s policies.</td>
<td></td>
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</tr>
<tr>
<td><strong>032</strong></td>
<td>System will be capable of comparing absence time with scheduled work time to detect absence conditions.</td>
<td></td>
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<tr>
<td><strong>033</strong></td>
<td>Attendance policies such as tardy tracking, unexcused absences, and similar disciplinary point systems will be configurable in the software.</td>
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</tr>
<tr>
<td><strong>Disability Absences</strong></td>
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<tr>
<td><strong>034</strong></td>
<td>System will prompt the originator of a new absence case with questions to determine if the absence request is due to a work-related injury.</td>
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<tr>
<td><strong>035</strong></td>
<td>System will allow configuration of company specific disability policies.</td>
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<tr>
<td><strong>036</strong></td>
<td>System will allow configuration of company specific worker’s compensation policies.</td>
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<tr>
<td><strong>037</strong></td>
<td>System will automatically allow for disability and/or worker’s compensation if</td>
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</tbody>
</table>
appropriate conditions are met.

**FMLA**

<table>
<thead>
<tr>
<th>038</th>
<th>System will be able to track FMLA used and FMLA limits.</th>
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<tbody>
<tr>
<td>039</td>
<td>FMLA will be able to be tracked for intermittent, as well as non-intermittent, FMLA cases.</td>
</tr>
<tr>
<td>040</td>
<td>FMLA availability will be tracked in usage of weeks as mandated by law, but usage can be reported in hours.</td>
</tr>
<tr>
<td>041</td>
<td>The system will track all FMLA and/or state leave absences that are open at once.</td>
</tr>
<tr>
<td>042</td>
<td>When time off is taken against an approved FMLA or state leave case, the system will track the time off against the appropriate case.</td>
</tr>
<tr>
<td>043</td>
<td>Cases will be pre-approved for specific amounts of time off in a period based on the doctor’s requirements (e.g., X hours of time off per week/month).</td>
</tr>
<tr>
<td>044</td>
<td>When time off is taken that exceeds the doctor’s pre-approved time off per</td>
</tr>
</tbody>
</table>
week/month, the system will flag this to the employee, manager, or HR as an error message or with an email alert.

### HIPAA Compliance

| 045 | The system will have the ability to keep absence case data separate from other employee data using some form of role-based security. |
| 046 | The system will have the ability to limit access to absence case data to the users who strictly need the access. |
| 047 | The system will have proper levels of data encryption for data that is considered private to the employee and subject to Health Insurance Portability and Accountability Act (HIPAA). |

### Document Management

<p>| 048 | The system will allow letters, forms and other documents to be incorporated into a workflow. |
| 049 | The system will allow company specific letters, forms and documents in |</p>
<table>
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<tbody>
<tr>
<td>addition to those provided by the regulatory agency to be uploaded to the system.</td>
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<tr>
<td>050 The system will allow letters, forms and other documents to be emailed to the employee, or printed and sent via regular mail.</td>
<td></td>
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<tr>
<td>051 The system will have the ability to remind a Case Administrator that a certain letter, form or other document is due or overdue to be sent or received.</td>
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</tr>
<tr>
<td>052 The system will have the ability to associate specific letters, forms and other documents to appropriate leave types.</td>
<td></td>
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<tr>
<td>053 The system will be capable of storing letters, forms and other documents along with an absence case as part of the permanent record of the case.</td>
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<tr>
<td>054 All sensitive documentation related to a leave case will be stored in an encrypted state</td>
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</tbody>
</table>

**Reporting Requirements**

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<table>
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<tbody>
<tr>
<td>055 Automated Reports will have the ability to be generated.</td>
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<tr>
<td>056 Custom Reports can be created and modified.</td>
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<tr>
<td>057</td>
<td>All reports will be available in user selected formatted as: HTML, PDF or Excel spreadsheet.</td>
</tr>
<tr>
<td>058</td>
<td>Reports will be available containing history of various data including late punches, absences, etc.</td>
</tr>
<tr>
<td>059</td>
<td>System will come delivered with a tool that allows sophisticated analysis on time, labor, and absence data.</td>
</tr>
<tr>
<td>060</td>
<td>System will allow trend analysis on time, labor, and absence data.</td>
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</table>

**User Access/Security Requirements**

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<tbody>
<tr>
<td>061</td>
<td>An employee will only see certain data as defined by the system administrator.</td>
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<tr>
<td>062</td>
<td>The system will maintain an audit trail that tracks changed data, hold original data and user name of the person modifying them.</td>
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<tr>
<td>063</td>
<td>Security for users’ access to sign time sheet.</td>
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<tr>
<td>064</td>
<td>System will support single sign-on services.</td>
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<tr>
<td>065</td>
<td>Security for users access time sheet to approve time from Multiple devices.</td>
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<tr>
<td>066</td>
<td>Security for users access time sheet to override</td>
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timesheet if necessary before the cutoff date.

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<tbody>
<tr>
<td>067</td>
<td>The system will be operable 24 hours a day, 7 days a week, and 365 days a year.</td>
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<tr>
<td>068</td>
<td>The system will provide for data integrity in the event of power outages or damage to all or part of the database platform.</td>
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<tr>
<td>069</td>
<td>Individual functions will be selectively turned on and off for individual employees/managers. Unavailable functions and tabs will be removed from screen and drop down menus (the employee will not see an option if they do not have access to it).</td>
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**Service Level/Performance Requirements**

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<tr>
<td>070</td>
<td>Functional level changes are configurable by Prince George’s Community College.</td>
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<tr>
<td>071</td>
<td>There needs to be Real Time or Nightly pushes to the system.</td>
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<tr>
<td>072</td>
<td>Advance Notice of software updates.</td>
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<tr>
<td>073</td>
<td>Advance Notice of any Outages and Downtime.</td>
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<tr>
<td>074</td>
<td>The system will be operable 24 hours a day/ 7 days a week, 365 days a year</td>
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</tbody>
</table>
The system will allow for punching, editing, calculating, reporting and system back up without going offline or suffering noticeable degradation of performance.

Vendor will provide a Cost model for the project.

### Scalability Requirements

076 Prince George’s Community College will have ability to add and deactivate employees without Vendor Intervention.

### Support and Maintenance Requirements

077 Vendor will provide advance Notice of software updates.

078 Vendor will provide advance Notice of any Outages and Downtime.

079 The vendor will provide 24/7/365 support for the system.

080 The vendor will provide 24/7/365 contact support for system administrators.

081 The vendor will provide a dedicated support representative(s) that Prince George’s Community College can contact. Call
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<tbody>
<tr>
<td>centers and automated attendant telephone support are not considered dedicated support.</td>
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</tr>
<tr>
<td>082 The dedicated support representative(s) will handle all problem resolution and escalation for Prince George’s Community College.</td>
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<tr>
<td>083 The vendor will have a response time of two hours or less on reported problems.</td>
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<tr>
<td>084 The vendor will have a resolution within 24 hours or less. If Mission Critical the resolution will be 12 hours or less.</td>
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</tbody>
</table>

**User Interface Requirements**

| 085 | Nightly or On Demand transfer of Data- Data Replication in the Cloud. |

**Data Collection Devices**

<p>| 086 | System will allow multiple Time Entry Devices. |
| 087 | Readers will store data even when power is lost. |
| 088 | Readers will work off-line, even when internet connectivity is not available. |</p>
<table>
<thead>
<tr>
<th></th>
<th>Software Interfaces Requirements</th>
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<tbody>
<tr>
<td>089</td>
<td>The proposed system will support bi-directional integration with Ellucian Colleague Software system.</td>
</tr>
<tr>
<td>090</td>
<td>The software supports Microsoft SQL 2012 Server database system or higher.</td>
</tr>
<tr>
<td>091</td>
<td>The system will be able to download employee data, including but not limited to, general information, leave accrual, and pay codes etc. from the Ellucian Colleague software.</td>
</tr>
<tr>
<td>092</td>
<td>The system will have the ability upload payroll and leave data in a file acceptable by Ellucian Colleague.</td>
</tr>
<tr>
<td>093</td>
<td>Provide a web interface that is fully functional with Microsoft IE 8.0 and higher as well as Google Chrome and Mozilla Firefox web browsers.</td>
</tr>
<tr>
<td>094</td>
<td>The web interface will be fully functional on the Microsoft Windows platform.</td>
</tr>
<tr>
<td>095</td>
<td>Automatically adjust to time and date changes due to the number of days in the month, daylight savings time, leap year, etc.</td>
</tr>
</tbody>
</table>
### Installation/Implementation

<table>
<thead>
<tr>
<th>096</th>
<th>The vendor will provide an onsite representative for initial discovery/system documentation/mapping and implementation of the system.</th>
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<tbody>
<tr>
<td>097</td>
<td>The vendor will provide an installation and completion timetable.</td>
</tr>
<tr>
<td>098</td>
<td>The vendor will allow for an overlap of two biweekly pay periods where the new system will run in parallel with the existing system to assure proper functionality. This test of two pay periods is to begin after the new system is operational and as directed by Prince George’s Community College.</td>
</tr>
<tr>
<td>099</td>
<td>The vendor will provide a weekly progress e-mail and/or conference call with follow up email to selected administrators.</td>
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</table>

### Online Help

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<thead>
<tr>
<th>100</th>
<th>System will have full online help, which describes how all system features operate.</th>
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<tbody>
<tr>
<td>101</td>
<td>Online help will be searchable.</td>
</tr>
<tr>
<td>102</td>
<td>Vendor will supply source files for the online help and</td>
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</table>
permit us to modify the help to meet our specific requirements.

**Documentation**

<table>
<thead>
<tr>
<th>103</th>
<th>System will have full documentation which covers all capabilities of the system, including installation and technical procedures to maintain the system.</th>
</tr>
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<tbody>
<tr>
<td>104</td>
<td>Documentation will be searchable.</td>
</tr>
<tr>
<td>105</td>
<td>Vendor will supply source files for the documentation and permit us to modify the help to meet our specific requirements.</td>
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</tbody>
</table>

**Training**

<table>
<thead>
<tr>
<th>106</th>
<th>Vendor will provide full ongoing training for the solution.</th>
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<tbody>
<tr>
<td>107</td>
<td>Vendor will provide all source files for the training materials so we can duplicate and customize for our environment.</td>
</tr>
<tr>
<td>108</td>
<td>Training courses will be available for end users as well as trainers.</td>
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</tbody>
</table>

**Support Services**
<table>
<thead>
<tr>
<th></th>
<th>Vendor will provide multiple support options, including extended business hours.</th>
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<tbody>
<tr>
<td>109</td>
<td>Vendor will provide a service level agreement for support, including time to respond and time to resolve issues.</td>
</tr>
<tr>
<td>110</td>
<td>System will provide optimum uptime and availability through redundancy/failover.</td>
</tr>
<tr>
<td>111</td>
<td>We will not be required to deal with multiple vendors in receiving support – all support will be provided by a single vendor that is responsible for the software and optionally any hardware we purchase.</td>
</tr>
<tr>
<td>112</td>
<td><strong>User’s Conferences and Client Interaction</strong></td>
</tr>
<tr>
<td>113</td>
<td>Vendor will have online forums for us to interact with other clients.</td>
</tr>
<tr>
<td>114</td>
<td>Vendor will have regularly scheduled user conferences for us to meet other clients, hear about upcoming product capabilities, and interact with other value added service providers.</td>
</tr>
<tr>
<td>115</td>
<td>Vendor will have a live, interactive forum in which we can participate and</td>
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provide feedback on new product capabilities.

<table>
<thead>
<tr>
<th>Compliance Services</th>
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<tbody>
<tr>
<td>116     Vendor will provide services to help us assess our compliance with state and federal absence and wage/hour regulations.</td>
</tr>
<tr>
<td>117     Compliance services will include access to and direction by a licensed attorney of the vendor (not a third party) who specializes in labor law.</td>
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<table>
<thead>
<tr>
<th>Multiple Job Assignments</th>
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<tbody>
<tr>
<td>118 System will permit multiple job assignments to be specified on their profiles.</td>
</tr>
<tr>
<td>119 Each job assignment will have different pay rules, rates of pay, data collection methods, timesheets, and supervisor approval workflows.</td>
</tr>
<tr>
<td>120 Each job assignment will have a separate timesheet.</td>
</tr>
<tr>
<td>121 When employees access their timesheets or use a data collection device, they will choose the assignment they are reporting time on.</td>
</tr>
<tr>
<td>122 Supervisors will only have access to their assigned employees.</td>
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<tr>
<td>Line</td>
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<tr>
<td>123</td>
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**End of Period Processing, Retroactive Calculations, and Adjustments**
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<tbody>
<tr>
<td>136</td>
<td>System will have an end of period process to lock timesheets so that users cannot make changes while payroll processing is being performed.</td>
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<tr>
<td>137</td>
<td>While end of period processing is occurring, the system will still be available for any future periods.</td>
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<tr>
<td>138</td>
<td>Audit trail will be able to reconstruct and show the original timesheet and the amended timesheet.</td>
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</tr>
<tr>
<td>139</td>
<td>Prior period timesheets can be reprocessed by the payroll administrator with corrected policies in the system setup, corrected timesheets, or corrected HR data, being used when it is reprocessed.</td>
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<tr>
<td>140</td>
<td>The system tracks what was originally processed vs. reprocessed and calculates the adjusted amount automatically.</td>
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<tr>
<td>141</td>
<td>When timesheets are reprocessed, all secondary calculations (e.g., accrual balances, FMLA) will to be recalculated.</td>
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</tr>
<tr>
<td>142</td>
<td>The adjustment amount can be automatically paid in the next scheduled period.</td>
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</tbody>
</table>
System will allow (a) payroll to close a pay period early (before all time is actually known or reported), for situations such as short holiday weeks or for semi-monthly periods where employees are paid current and use estimated hours/pay for days when data is not captured, and (b) accept adjustments from clocks or employees with actual data after the period is closed, and (c) automatically process adjustments between an estimated and actual payments.

**Government Needs**

<table>
<thead>
<tr>
<th>144</th>
<th>System will be able to track time worked against grant codes.</th>
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</table>

| 145 | Fair Labor Standards Act (FLSA) overtime rules which apply to police and fire will be enforced natively, including the alternate work week and overtime regulations. |

**Legislation Reference Manual**

| 146 | The system will provide a comprehensive legal reference database of absence laws. |

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<tbody>
<tr>
<td>147</td>
<td>The system will provide a comprehensive legal reference database of payroll laws.</td>
</tr>
<tr>
<td>148</td>
<td>The system will provide a comprehensive legal reference database of HR regulations.</td>
</tr>
<tr>
<td>149</td>
<td>Information in the legal database will be fully searchable.</td>
</tr>
<tr>
<td>150</td>
<td>Information in the legal database will contain both federal and state level information.</td>
</tr>
<tr>
<td>151</td>
<td>Information in the legal database will be updated regularly as new laws pass or new information becomes available.</td>
</tr>
<tr>
<td><strong>Cyber Security/Cloud Based Application</strong></td>
<td></td>
</tr>
<tr>
<td>152</td>
<td>Has the company experienced any security breaches? If yes, explain.</td>
</tr>
<tr>
<td>153</td>
<td>Does the company carry cybersecurity insurance? If yes, explain.</td>
</tr>
<tr>
<td>154</td>
<td>Does the service provider conduct periodic risk assessments to identify cybersecurity threats, vulnerabilities and potential business consequences?</td>
</tr>
<tr>
<td>155</td>
<td>What are the service provider's processes and systems for dealing with</td>
</tr>
<tr>
<td></td>
<td>Question</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>156</td>
<td>Does the service provider have an annual independent assessment made of its cybersecurity processes?</td>
</tr>
<tr>
<td>157</td>
<td>Does the company have a privacy and security policy, and does the policy apply to personal identifiable information of PGCC clients?</td>
</tr>
<tr>
<td>158</td>
<td>Is the company's policy clear with respect to storing personal identifiable information on laptops and portable storage devices? Include the policy.</td>
</tr>
<tr>
<td>159</td>
<td>Are technology systems regularly updated and how often?</td>
</tr>
<tr>
<td>160</td>
<td>Does the service provider have policies on storing personal identifiable information including where it is stored, how long it is stored, and how it is eliminated?</td>
</tr>
<tr>
<td>161</td>
<td>Is advanced authentication used by the company? Explain the process.</td>
</tr>
<tr>
<td>162</td>
<td>Are all personnel who come in contact with personal identifiable information trained on adequate protection of the information?</td>
</tr>
</tbody>
</table>
Business Process Flows

Current Process Flow for Requesting Leave

Manually request time off

Supervisor contacts Payroll to verify how much leave employee has

Payroll emails Supervisor leave amounts to employees

Supervisor approves/denies request

Leave application is given to Timekeeper

Timekeeper walks leave request to Payroll

Payroll puts leave applications in time and date order

Supervisor approves/denies request

Payroll emails Supervisor Leave Amounts of employees

Payroll reverifies leave amount and they may/may not amend leave

Payroll updates HRMS system to reflect leave application
Current Process Flow for Part Time Employees

- Employee Tracks time daily with various methods eg timesheet, excel, word
- Time worked is given to time keeper
- Timekeeper applies time to Payroll Timesheet
- Timesheet is signed and approved by Supervisor, then given paperwork to Timekeeper
- Timekeeper generates a list of names for timesheets they have received
- Time Keeper Walks timesheet to Payroll, where they time and date stamp timesheets
- Payroll reviews the list from TimeKeeper against the timesheets they have received
- Payroll signs a copy of the list that was submitted and gives a copy to TimeKeeper for tracking purposes.

Payroll updates HRMS System to reflect Employee Timesheet.
PROPOSAL NO.: RFP __________
PRICE PROPOSAL DUE DATE: _______________ AT __:00 P.M.
PROPOSAL FOR: ____________________________
PROPOSER: ________________________________
Federal Identification Number/Social Security Number: ________________

FINANCIAL AND PRICE PROPOSAL FORM
DATE_______________________

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

Dear Ms. Kirk:

The undersigned hereby submits the Financial Proposal as set forth in RFP # _____ dated ___________, 2018, and the following subsequent addenda:

Addendum __ dated________
Addendum __ dated_______
Addendum __ dated_______
Addendum __ dated_______

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda:

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as PGCC cannot be responsible for Proposer’s errors or omissions. Any price/fee proposal that has been accepted by PGCC may not be withdrawn by the contractor.

A. Attached to this Price Proposal Form is our firm's fee for all services, reimbursables and expenses that will be provided to complete the project as outline in this RFP. We confirm that these rates/prices are fully loaded and include all costs and expenses.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the Proposal remains in effect.

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.
We understand that the College reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Team proposed in the Proposal will be assigned to the PGCC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the College via contract amendment prior to such changes being made.

Enclosure:

(Signatures should be placed on following page.)
The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness:________________________

FIRM NAME _________________________
ADDRESS___________________________

TELEPHONE NO.____________________
SIGNED___________________________

PRINTED NAME ___________________
TITLE:______________________________

**B. CO-PARTNERSHIP PRINCIPAL**

(Name of Co - Partnership)
ADDRESS__________________________

In Presence of Witness:________________________

TELEPHONE NO.____________________

Printed Name:________________________

BY_______________________________
Partner

Printed Name:________________________

BY_______________________________
Partner

**C. CORPORATION**

(Name of Corporation)
ADDRESS__________________________

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

TELEPHONE NO.____________________

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY:_______________________________

Signature of Officer and Title

Printed Name

Title
APPENDIX C

CONTRACT DOCUMENTS AND FORMS

1. Contract (Sample) to include a Service Level Agreement/Conditions.
2. Contract Affidavit
APPENDIX C

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 ______________, between the Prince George’s Community College ("PGCC" or "College"), and __________ ("Contractor" or "Consultant") with a principal place of business at ______________________________ 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 10) and any Amendments;
- RFP 19-01 and any Addenda or Amendments and Consultant’s Proposal;
- Additional General Conditions, Attachment A
- Exhibit A – Statement of Work
- Purchase Orders Terms and Conditions, issued under this Contract, whether attached hereto or not.

This Agreement will be effective upon the date of execution by both parties and will continue through __________, unless extended amendment.

RECITALS. The Consultant has been awarded a contract to provide services for PGCC upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services ("the Services") upon such terms and conditions. The Consultant represents that the Consultant is qualified to render the Services required by PGCC.

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

1.0 PROFESSIONAL SERVICES

1.1 The Consultant will perform the Services as described in Exhibit A to this Agreement.

1.2 Services will be performed in accordance with a schedule agreed upon by the Parties. The Consultant will provide all the necessary equipment and materials to perform the Services in an expeditious 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 Exhibit A and this Agreement, the terms and conditions of this Agreement take precedence.

1.3 The PGCC Facilities department will designate a staff member/s to act as a project manager/s (“Project Manager”) between the College and the Consultant. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor/Consultant 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/Consultant with other PGCC offices or any other entity concerning the Services will be made only with the prior knowledge and concurrence of the Project Manager.

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

1.5 If applicable, any amendments thereto, 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 Exhibit A is made a part of this Agreement.

2.0 FEES AND PAYMENTS

2.1 Contractor's/Consultant’s rates will not exceed the rates/fees in Exhibit A.

Contractor’s rates include all fees and/or other expenses in the performance of the Services. Contractor will obtain prior approval from the Project Coordinator for all travel expenses. Payments will be made upon acceptance of deliverables as outlined in Section 3.0 of this Agreement or in work orders issued by PGCC. The maximum fee for all services provided under this Agreement will not exceed $_______, unless modified by an amendment, at a later date.

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

2.3 Payment terms are Net 30 after PGCC’s receipt and acceptance of invoice.

2.4 The Contractor/Consultant will furnish each invoice with the Purchase Order and Contract number clearly indicated; 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/Consultant as to the current or cumulative services provided.

2.6 PGCC’s approval of periodic payments to the Contractor/Consultant will not constitute, in any sense, approval or acceptance by PGCC of the Services work performed through the date of the invoice or of the Contractor's/Consultant’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.

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 Contractor/Consultant, PGCC will begin the evaluation and acceptance process, which will 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. Contractor/Consultant 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 Contractor/Consultant, PGCC will 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 Contractor/Consultant that the deliverable is accepted.

3.3 If the deliverable does not Materially Conform, PGCC will immediately return it to Contractor/Consultant with a written list of deficiencies. Contractor/Consultant, at no additional cost to PGCC, will 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 testing 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 Contractor/Consultant to which the parties may agree.

3.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach 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/Consultant to attend meetings or working sessions PGCC’s offices/campuses and/or at designated offsite locations, as needed.

5.0 OWNERSHIP OF WORK PRODUCT

5.1 For the consideration payable under this Agreement, all work product derived from the Services and required by this Agreement will 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 will have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Contractor/Consultant hereby assigns all rights, title and interest in and to the work derived from the Services and agrees to require all members of the production, as well as any agents or subcontractors of Contractor/Consultant 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 will also be protected by the attorney client and attorney work product privileges available under Maryland law.

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

6.0 PROCUREMENT TERMS AND CONDITIONS

6.1 Maryland Law – The laws of Maryland will 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/Consultant has not performed or has unsatisfactorily performed the Services; payment will be withheld at the discretion of the College. Failure on the part of a Contractor/Consultant to fulfill contractual obligations will be considered just cause for termination of the contract and the Contractor/Consultant will not be entitled to recover any costs incurred by the Contractor/Consultant up to the date of termination.

6.4 Changes - This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

6.5 Disputes - Pending resolution of a claim, the Contractor/Consultant will 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/Consultant in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the College.

6.7 Delays and Extension of Time - The Contractor/Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages will 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/Consultant, 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/Consultant 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 or either the Contractor/Consultant, its subcontractors or suppliers.

6.8 Nondiscrimination in Employment - The Contractor/Consultant 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/Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

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

6.11 Intellectual Property – Contractor/Consultant 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.

7.0 CONFIDENTIAL INFORMATION

7.1 Contractor/Consultant acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor/Consultant has had or will have access to, has obtained
or will obtain, or has been or will 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 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, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

7.2 Contractor/Consultant will use the Confidential Information only if and when required for the performance of the Services, and for no other purpose whatsoever, and only by Contractor/Consultant employees engaged in that performance.

7.3 Contractor/Consultant will 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/Consultant 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”), or the Maryland Public Information Act (“PIA”), 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 was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by PGCC’s employees. The Contractor/Consultant agrees that it will 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 was in the possession or control of PGCC. The Contractor/Consultant 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.

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

7.6 Contractor’s/Consultant’s obligations with respect to Confidential Information will survive the expiration or the termination of this Contract.

7.7 Contractor/Consultant acknowledges that Contractor’s/Consultant’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 8 will be a material breach of this Agreement.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor’s possession or control. Contractor will 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 Contractor/Consultant, (b) had been previously possessed by Contractor/Consultant without restriction against disclosure at the time of receipt by Contractor/Consultant, (c) was independently developed
by Contractor/Consultant without violation of this Contract, or (d) Contractor and the College agree in writing to disclose. Each party will 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 Contractor will 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/Consultant will indemnify and hold harmless College and their 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 work by the Contractor/Consultant, 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/Consultant. At PGCC’s request, the Contractor/Consultant 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 will be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the parties. Neither party will 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 Contractor/Consultant 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 Contractor hereunder. All employees or contractors of Contractor/Consultant will in no way be considered employees of the College, but rather they will be employees or contractors of Contractor/Consultant, and Contractor/Consultant will bear full responsibility for compensating those persons and for the performance of the Services by way of them.

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

10.0 INSURANCE

The Contractor/Consultant will 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 will 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/Consultant will provide the College with evidence of such insurance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.
Exhibit A

This Exhibit A to the contract made this 8th day of __________, between the Prince George’s Community College (“PGCC”), and ____________ (“Contractor” or “Consultant”), collectively the “Parties”.

Services will include, but are not limited to:
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: _______________________________________________________________________________
APPENDIX M

MINORITY BUSINESS ENTERPRISE PROVISIONS AND INFORMATION
I. PURPOSE

Contractor will structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance will be in accordance with this Exhibit. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

II. MBE Goals and Sub Goals (if applicable)

An MBE subcontract participation goal percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by minority business enterprises.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by minority business enterprises as specified.

A prime contractor — including an MBE prime contractor — may accomplish 100% the required MBE goal.

A prime contractor utilizing MBE partner(s) will accomplish the MBE subcontract goal with preferably certified MBE subcontractors.

III. PROPOSAL REQUIREMENTS

A bidder or offeror will include with its PROPOSAL:

1. A completed MBE Utilization Affidavit (see Appendix A) whereby the bidder or offeror acknowledges the MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

2. MBE Participation Schedule (see Appendix B) whereby the Proposer/Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror will specify the percentage of the contract value or dollar amount and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

   If a bidder or offeror fails to submit the MBE Utilization Affidavit with the bid or offer as required, the Procurement Officer may deem the bid non-responsive or will determine that the offer is not reasonably susceptible of being selected for award.

IV. NOTICE OF CONTRACT AWARD: Within 10 working days (unless modified by the College) from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee will provide the following documentation to the Procurement Officer.

   (1) Outreach Efforts Compliance Statement (Attachment M-C)

   (2) Subcontractor Project Participation Statement (Attachment M-D)
(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it will submit a fully documented waiver request that complies with the provisions in this solicitation.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the MBE participation goal.

*If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.*

V. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor will:

1. Submit monthly (unless otherwise modified by the Procurement Officer) to the Procurement Officer, hereafter referred to as “Department” or the College’s third party designee a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days (unless otherwise modified by the Procurement Officer), as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records will indicate the identity of minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants will be retained by the Contractor and furnished to the Procurement Officer or designee on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the College’s representatives verifying compliance with the MBE participation obligations. Contractor will retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. At the option of the College, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Note:

A. MBE Utilization Affidavit *(will be submitted with Proposal)*

B. MBE Participation Schedule *(will be submitted with the Proposal)*

C. Outreach Efforts Compliance Statement, M-C *(will be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)*, unless modified by the College, at a later date.

D. Subcontractor Project Participation Statement, M-D *(will be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)*, unless modified by the College, at a later date.
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 will 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
MBE Participation Schedule  
(for submission with Proposal)

This document will 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 will deem the bid non-responsive or will determine that the Offer is not reasonably susceptible of being selected for award.

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Work To Be Performed</td>
<td></td>
</tr>
<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>MBE Certification Number</th>
</tr>
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<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
</tr>
</tbody>
</table>

**USE THE ATTACHED CONTINUATION PAGE AS NEEDED**

**SUMMARY**

TOTAL MBE PARTICIPATION: _______% $_________

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _______% $_________
TOTAL ASIAN-AMERICAN MBE PARTICIPATION: _______% $_________
TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: _______% $_________
TOTAL WOMAN-OWNED MBE PARTICIPATION: _______% $_________
TOTAL OTHER MBE PARTICIPATION: _______% $_________

Document Prepared By: (please print or type)  
Name: ________________________  Title: ________________________
<table>
<thead>
<tr>
<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work To Be Performed</td>
<td></td>
</tr>
<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
</tr>
<tr>
<td>Work To Be Performed</td>
<td></td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
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<tr>
<td>Minority Firm Name</td>
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<tr>
<td>Work To Be Performed</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
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</tr>
<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
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<tr>
<td>Work To Be Performed</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
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<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
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<tr>
<td>Work To Be Performed</td>
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<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
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<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
</tr>
<tr>
<td>Work To Be Performed</td>
<td></td>
</tr>
<tr>
<td>Dollar Amount or Percentage of Total Contract</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: MBE FORMS M-C, AND M-D ARE TO BE SUBMITTED ONLY IF THE FIRM PROGRESSES IN THE PROCUREMENT PROCESS AS IS APPLICABLE.
IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

Form M-C

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier, unless modified by the College, at a later date.

In conjunction with the bid/proposal submitted in response to Solicitation No.__________, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

   __________________________________________________________________________
   __________________________________________________________________________

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

   __________________________________________________________________________
   __________________________________________________________________________

4. Please Check One:

   □ This project does not involve bonding requirements.
   □ Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

        __________________________________________________________________________
        __________________________________________________________________________

5. Please Check One:

   □ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
   □ No pre-bid/pre-proposal meeting/conference was held.
   □ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

________________________________________  ________________________________
Company Name                               Signature of Representative
________________________________________  ________________________________
Address                                     Printed Name and Title
________________________________________  ________________________________
City, State and Zip Code                    Date
IF PROPOSER IS NOTIFIED AS THE APPARENT Awardee:

M- D

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit one form for each MBE listed on Attachment B within 10 working days of notification of apparent award, unless modified by the College, at a later date.

<table>
<thead>
<tr>
<th>Prime Contractor Address and Phone</th>
<th>Project Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td>Total Contract Amount $</td>
</tr>
<tr>
<td>Minority Firm Name</td>
<td>MBE Certification Number</td>
</tr>
<tr>
<td>Description of MBE’s Work to Be Performed</td>
<td></td>
</tr>
<tr>
<td>Percentage of Total Contract</td>
<td></td>
</tr>
<tr>
<td>Type of Bonds Required of MBE, if any and amounts:</td>
<td></td>
</tr>
</tbody>
</table>

Provided that _____________________________ (Prime Contractor Name) is awarded the contract in conjunction with Solicitation described above________, it and ___________________ (Subcontractor Name) intend to enter into a contract by which Subcontractor will provide the services described above.

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the College’s Minority Business Enterprise requirements, which provides that, except as otherwise provided or modified by the College, a contractor may not identify a minority business enterprise in a bid or proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the minority business enterprise to identify the minority business enterprise in its bid or proposal;
(2) fail to notify the minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
(3) fail to use the minority business enterprise in the performance of the contract; or
(4) pay the minority business enterprise solely for the use of its name in the bid or proposal.

Both parties signing below understand that failure to comply with the requirements of the College may result in both parties being assessed liquidated damages as stated in the Contract issued with the solicitation. Both parties affirm that this is a contractual requirement for both the Prime Contractor and the MBE Subcontractor.

Prime Contractor Signature

By: ________________________________
Name, Title __________________________
Date: ______________________________

Subcontractor Signature

By: ________________________________
Name, Title __________________________
Date: ______________________________
FORMS E AND F THAT FOLLOW ARE TO BE USED
TO REPORT PAYMENTS/NON-PAYMENTS
MBE M-E (Sample)  
Minority Business Enterprise Participation  
Prime Contractor Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report #: ______</th>
<th>Contracting Unit: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year):</td>
<td>Contract Amount: __________________________</td>
</tr>
<tr>
<td>__________</td>
<td>MBE Subcontract Amt: __________________________</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date: __________________________</td>
</tr>
<tr>
<td></td>
<td>Project End Date: __________________________</td>
</tr>
<tr>
<td></td>
<td>Services Provided: __________________________</td>
</tr>
</tbody>
</table>

Report is due by the 15th of the following month, or as requested by the College.

<table>
<thead>
<tr>
<th>Prime Contractor:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

Subcontractor Name:  | Contact Person: |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone:</td>
<td>FAX:</td>
</tr>
</tbody>
</table>

Subcontractor Services Provided:

List all unpaid invoices over 30 days old received from the MBE subcontractor named above:

1. 
2. 
3. 

Total Dollars Unpaid: $____________________________

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

<table>
<thead>
<tr>
<th>Contact person:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>__________________________</td>
</tr>
<tr>
<td>Address:</td>
<td>__________________________</td>
</tr>
<tr>
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<td>__________________________</td>
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<tr>
<td></td>
<td>__________________________</td>
</tr>
<tr>
<td>E-mail:</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

Signature:____________________________ Date:________________________
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report#: _______________</th>
<th>Contracting Unit: _______________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): _______________</td>
<td>Contract/PO Amount: _______________</td>
</tr>
<tr>
<td>Report is due by the 15th of the following month, or as requested by the College.</td>
<td>MBE Subcontract Amount: _______________</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date: _______________</td>
</tr>
<tr>
<td></td>
<td>Project End Date: _______________</td>
</tr>
<tr>
<td></td>
<td>Services Provided: _______________</td>
</tr>
</tbody>
</table>

MBE Subcontractor Name:

MDOT Certification #:

Contact Person:

Address:

City: __________________ State: [ ] ZIP: [ ]

Phone: __________________ FAX: __________________

Subcontractor Services Provided:

List all payments received from Prime Contractor during reporting period indicated above:

1. __________________

2. __________________

3. __________________

Total Dollars Paid: $_________________________

List dates and amounts of any unpaid invoices over 30 days old:

1. __________________

2. __________________

3. __________________

Total Dollars Unpaid: $_________________________

Prime Contractor: __________________ Contact Person: __________________

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: __________________

Dept.: __________________

Address: __________________

__________________________________________________________

__________________________________________________________

__________________________________________________________

E-mail: __________________

Signature: __________________ Date: __________________
PRINCE GEORGE’S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE PARTICIPATION ADDITIONAL PROVISIONS

MBE 1. **Noncompliance.** If the college determines that the apparent successful bidder/contractor has not complied with the certified MBE subcontract participation contract goal, and has not obtained a waiver in accordance with MBE 2, or if the bidder/contractor fails to submit the documentation required by the solicitation, the College, may reject the bid or offer or cancel the award of the contract. The reasons for this action will be specified in writing and mailed or delivered to the bidder.

MBE 2. **Waiver.**

MBE 2.1. If, for any reason, the apparent successful bidder/contractor is unable to achieve the contract goal for MBE participation, the bidder may request, in writing, an exception to the goal with justification to include the following:

(a) A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goal;

(b) A detailed statement of the efforts made to contact and negotiate with certified MBEs, including:

(1) The names, addresses, dates and telephone numbers of MBEs contacted, and;

(2) A description of the information provided to MBEs regarding the specifications, and anticipated time schedule for portions of the work to be performed;

(c) As to each MBE that had placed a subcontract quotation or offer which the successful bidder/contractor considers not to be acceptable, a detailed statement of the reasons for this conclusion; and

(d) A list of minority subcontractors found to be unavailable. This list may include a statement from the apparent successful bidder/contractor that the minority business refused to give the required documentation, or documentation proving reasonable outreach and verification from the MBEs.

MBE 2.2. A waiver of a MBE contract goal may be granted only upon a reasonable demonstration by the bidder that MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the College determines that the public interest is served by a waiver. In making a determination under this section, the College may consider engineering estimates, catalogue prices, general market availability, and availability of MBEs in the area work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the college and any other relevant factor.

MBE 2.3. The College may waive any of these provisions for a sole source, expedited or emergency procurement in which the public interest cannot reasonably accommodate use of these procedures.

MBE 3. **Amendment for Unforeseen Circumstances.** If at any time before execution of a contract, the apparent successful bidder/contractor determines that a MBE listed on the schedule for participation has become or will become unavailable, then the apparent successful bidder/contractor will immediately notify the Procurement Officer. Any desired change in the schedule for participation will be approved in advance by the Procurement Officer and will indicate the Contractor’s efforts to substitute another MBE subcontractor to perform the work. Desired changes occurring after the date of Contract execution may occur only upon written approval by the Procurement Officer and subsequently by Contract amendment.

MBE 4.1. To assure compliance with certified MBE subcontract requirements, the college may require the Contractor to furnish documentation that include but not limited to; forms M-E and M-F, and;

(a) Copies of purchase orders, subcontracts, cancelled checks, and other records that may indicate the number, names, dollar value of MBE subcontracts, dates, and schedule time for performance of work by an MBE subcontractor; and

(b) Entry for an on-site verification inspection.

The College reserves the right to modify change the format of these forms or the format in which MBE reporting will be provided to the College during the duration of the Contract.

MBE 4.2. Upon determining the Contractor’s non-compliance, the college will notify the Contractor in writing of its findings and will specify what corrective actions are required. The Contractor will be required to initiate the corrective actions within 10 days and complete them within the time specified by the college.

MBE 4.3. If the college determines that substantial non-compliance with MBE subcontract provisions exists and that the Contractor refuses or fails to take the corrective action required by the college, then the following sanctions may be invoked:

(a) Termination of the Contract in whole or in part for cause;

(b) *Liquidated damages;

(c) Initiation of any other specific remedy identified by Contract; or

(d) The college may use any other compliance mechanism authorized by Contract or by law.

MBE 4.4 Liquidated Damages.

Liquidated damages may include but are not limited to:

1) a per-day penalty in an amount determined by the College for failing to provide reports in full compliance with the College’s MBE provisions;

2) a per-subcontract penalty, determined by the College for every subcontract that does not require subcontractors to submit payment reports per the College’s MBE provisions;

3) a penalty for terminating, canceling, or changing the scope of work or value of a contract with an MBE subcontractor and/or amending the MBE participation schedule in an amount that equals the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract; and

4) a penalty for failure to meet the Contractor’s total MBE participation goal and subgoal commitments in an amount equal to the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

MBE 4.5 Other Provisions
The College at its sole discretion may change and modify any MBE provisions or requirements at any given time during the life of a contract. Written notification will be provided to the Contractor of any MBE provision changes.
APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

   Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror’s misinterpretation of requirements will not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. PGCC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) will be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors will be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

2. Rejection or Acceptance of Proposals.
   The College reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the College. Further, the College reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award will be so notified. The College reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

3. Cancellation of the RFP.
   PGCC may cancel this RFP, in whole or in part, at any time.

4. Incurred Expenses.
   PGCC will not be responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

5. Payment.
   The College issues payments on a net 30 day basis for PGCC approved invoices. Payment provisions will be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by PGCC, the starting date of such reckoning period will be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

6. Intentionally Left Blank

7. Confidentiality.

   7.1. PGCC’s Information during the Procurement Process: 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 will 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 RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; 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. Multiple Proposals.
Contractors may submit more Proposal, per service/program category.

Contractors may submit an alternate to the solution given in this RFP.

10. Contractor Responsibilities and Use of Subcontractors
The College will enter into contractual agreement with the selected Contractor(s) only. The Contractors(s) will be responsible for all products and/or services required by this RFP. PGCC will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, will be identified and a complete description of their role relative to the proposal will be included. PGCC’s intent is not to direct the use of any particular subcontractor, however, PGCC strongly encourages the Contractor to consider the utilization of local MBEs when possible. In addition, the Contractor may not contract with any such proposed person or entity to whom PGCC has a reasonable objection. Notification of such objection will be made by PGCC within fifteen (15) days of Contract. The Contractor will be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

The Contractor and its principal subcontractors will 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.

By submitting a Proposal, an Offeror will be deemed to represent that it is not in arrears in the payment of any obligation due and owing the College, including the payment of taxes and employee benefits and that it will not become so in arrears during the term of the Contract if selected for Contract Award.
13. **Taxes.**
Contractor will exempt PGCC from taxes as applicable. Exemption Certificates will be provided upon request.

14. **RFP Response Materials.**
All written materials submitted in response to this RFP become the property of PGC and may be appended to any formal documentation that would further define or expand the contractual relationship between PGCC and the Contractor(s).

15. **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.maryland.gov. 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.

16. **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.maryland.gov.

17. **Addenda Acknowledgment.**
Offerors will acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement will be included in the Proposal.

18. **Duration of Offers.**
Proposals (consisting of a Proposal and, if applicable, a Price Proposal) will remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the College.

19. **Minority Business Enterprises.**
Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.
20. **Living Wage Requirements.**
A solicitation for services under a contract valued at $100,000 or more may be subject to Maryland’s Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix B, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix B, if applicable, may be deemed not responsible by the Issuing Office. The College reserves the right to waive this requirement at any time during the procurement process.

21. **Conflict of Interest.**
The Contractor awarded the Contract will provide the specified services for PGCC, and will 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 15-508, might limit the selected Contractor’s ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.