Request for Quote

Objective:
Prince George’s Community College’s Facilities Construction Management Department is seeking proposals for Third Party Inspection and Testing Services for the Outdoor Baseball Field Project and future projects.

The College is seeking bidders to provide pricing/rates for the project described in this RQF. The College anticipates requiring additional services for future projects. The contract/s resulting from this RFQ is anticipated to have a one-year, initial term with the option to renew for additional terms, at the College’s sole discretion.

The College anticipates awarding one vendor; however, the College reserves the right to award multiple vendors for all services or for any part of services. Upon the College’s need, the College shall contact the awarded vendor/s for additional proposals/quotes for future projects.

The College does not guarantee any amount of work to any awarded vendor. The awarded contracts shall be on an as needed basis.

1. Instructions:
   a. Use only forms supplied by the College.
   b. Email your proposal/quote/questions to Karen Kelly - kelly14380@pgcc.edu
      And Beth Kirk at kirkbv@pgcc.edu
   c. Do not alter or change any wording in the proposal form

2. Dates: (Dates are subject to change)
   • Issue Date: July 18, 2019
   • Last Day for Questions: July 23, 2019 by 10:00 PM ET. Questions received will only be directly responded to the inquirer.
   • Response Due on July 26, 2019 by 12:00 PM ET

3. Submission: Email your submission to Karen Kelly and Beth Kirk no later than the time and date noted above. Late submission may not be susceptible for an award.

4. Response Requirements: Provide a comprehensive proposal/quote including your firm’s experience as it relates to the SOW described in this RFQ.
   • Narrative of your firm’s services and include a list of various projects performed in the last 5 years that demonstrates your firm’s ability to provide the required services
described in this RFQ for any assigned project.
• Resumes indicating the qualification of key persons, specialist, and/or individual consultants anticipated for the project described in this RFQ and for future projects that may be assigned to perform services.
• Contractor shall provide at minimum 6 projects where your firm served as the primary Third Party Inspector Testing agent for construction projects.
• Include in each project: Name of the project, description of the project, date of when project started and ended, description of duties/services, other notable information of your services.
• Proof your firm meets the Prince George’s County Department of Permitting, Inspections and Enforcement.
• All fees proposed shall be a in the format of an hourly rate. Complete and return the Pricing/Bid Tabulation Sheet, see form below.
• Provide Minority Business Enterprise commitment by completing Attachment B/MBE Schedule. The College is seeking a goal commitment of 15%. If a commitment cannot be provide please provide a written explanation within your proposal/quote. MBE Terms and Conditions shall be provided to the apparent awardee.
• Exceptions to the attached Contract. The College services its right to modify as needed.
• Provide References, see form below

5. **Reserved Rights:**

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

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

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

The Contractor shall provide as needed Third Party Inspection and Testing Services (the “Services”). Services may include but is not limited to the Project described below or as specified by the College, at a later date. The College anticipates awarded one selected firm the project described below.

Outdoor Baseball Field Design Project: Services for this project shall commence upon execution of the Contract by August 1, 2019

1. Contractor(s) to provide third party inspection services for the construction for the “Outdoor Baseball Field Design” project as directed by Prince George’s County, Department of Permitting, Inspections and Enforcement. A completed and submitted bid must cover all inspections needed to meet Prince George’s County Requirements.

2. Electrical and Geotechnical inspectors must be approved by Prince George’s County. A list of approved Third Party Electrical and Geotechnical inspectors is included in this procurement package. All other disciplines and inspectors must have a current Maryland Professional Engineering License. Contractor must have and meet compliance with the Prince George’s County Department of Permitting, Inspections and Enforcement will automatically be disqualified.

3. All bidders are required to submit a copy of their license to do business within the State of Maryland indicating their Maryland Registration Number.

4. Each inspection and/or testing agency is responsible for verifying that each installation is in accordance with the construction documents and approved shop drawings.

5. All bids must follow the requirements of the Prince George’s County, Department of Permitting, Inspections and Enforcement Third Party Inspection Program requirements.

6. Attend Pre-construction meeting at the College.

7. During construction, advise Facilities Management in advance of all site visits.

8. Specifications and drawings may be obtained from Prince George’s Community College’s Procurement office located in Kent Hall room 268. Documents can also be uploaded at the following FTP website:

   http://ftp.amtengineering.com
   Username/Account: PGCCBaseball
   Password: 18-0522.001
AMT Engineering
800 King Farm Boulevard, 4th Floor
Rockville, MD 20850

Contact Person: Mike Wychulis, PE
Contact number: 301-881-2545

At the College’s sole discretion, specifications are subject to change as required by the College.
Third Party Inspection and Testing Services

BID TABULATION SHEET

Base amount should include all costs including transportation, type written report preparation with photo documentation, duplication, postage and handling, lab support, etc., for 1/2 Day (4 hour), full (8 hour) visits which must be based on the actual number of hours on site, during the specified number of months. Transportation hours must be documented separately. Number of tests used, as basis for dollar estimates should also be stated. Unit cost for additional hours should include transportation, report preparation/duplication, postage and handling, lab supports, etc. Unit costs will be used to adjust base bid as necessary. Construction is anticipated to commence approximately August, 2019; however, an exact schedule will be determined at a later date. Construction is estimated to last approximately 2 months. Costs for County submission, and all final stamped close out reports and inspections are to be included in estimate.

A. BASE PRICE DETAIL (in Numbers)
   (shall include all personnel and miscellaneous contact fees in Base quote price)

   $ ______________________________ DOLLARS

B. BASE CONTRACT SCHEDULE OF RATES AND VISITS

<table>
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<th>PERSONNEL</th>
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<th>ESTIMATED</th>
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<tr>
<td># OF VISITS</td>
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OTHER MISCELLANEOUS BASE CONTRACT FEES

Detail Fee #1
________________________________________________________________________

Detail Fee #2
________________________________________________________________________

Detail Fee #3
________________________________________________________________________

Detail Fee #4
________________________________________________________________________

C. ADDITIONAL VISITS OUTSIDE OF THE CONTRACT
Actual number of site visits that vary for these estimates are to be documented by the contractor and verified by the Director of Facilities Management or his staff and the contract price shall be adjusted according to the hours provided when submitted with documentation. The actual number of days for site visits will be accounted for on a per ½ day (4 hours) basis (more or less from this amount) as provided by the bidder on the bid form for the project. Additional site visits will not be funded unless approval is granted in writing by Facilities Management personnel prior to an additional site visit.

D. GENERAL CONTRACT ADD ALTERNATES
The base bid for the Third Party Inspection and Testing Services for the “CONSTRUCTION OF THE OUTDOOR BASEBALL FIELD DESIGN” project, shall include all estimated work (minus contract alternatives) as per contract drawings and specifications. Should a construction add alternate be selected by the College, the below stated alternate costs to the Third Party Contract should apply. Place a total price of $0.00 for all alternates that do not incur a cost.

Contractor needs to diligently monitor and manage requested time.
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: _____________________________ VENDOR NAME ______________________
ADDRESS_______________________________ ADDRESS_______________________________
TELEPHONE NO. ______________________ TELEPHONE NO.________________________
SIGNED ____________________________ PRINTED NAME ____________________________
PRINTED NAME ____________________________ TITLE:
________________________________________
________________________________________

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership) (Name of Co - Partnership)
ADDRESS_______________________________ ADDRESS_______________________________
TELEPHONE NO.________________________ TELEPHONE NO.________________________
Printed Name: ____________________________ Printed Name: ____________________________
BY__________________________ (Partner) BY__________________________ (Partner)
Printed Name: ____________________________ Printed Name: ____________________________

C. CORPORATION

(Name of Corporation) (Name of Corporation)
ADDRESS_______________________________ ADDRESS_______________________________
TELEPHONE NO.________________________ TELEPHONE NO.________________________
Attest: __________________________________
________________________________________
[Printed Name of Corporate (or Assistant Corporate) Secretary] [Printed Name of Corporate (or Assistant Corporate) Secretary]
[Corporate (or Assistant Corporate) Secretary Signature for Identification] [Corporate (or Assistant Corporate) Secretary Signature for Identification]
BY: ____________________________
________________________________________
Signature of Officer and Title ____________________________
________________________________________
Printed Name

REFERENCE REQUEST - PROJECT EXPERIENCE

Each bidder shall list below three recent customers/projects of similar requirements. Failure to submit projects will deem proposal non-responsive.

1. **Customer Name:** ________________________________  
   **Address:** ________________________________________  
   **Contact Person:** ________________________________  
   **Telephone:** ________________________________________

2. **Customer Name:** ________________________________  
   **Address:** ________________________________________  
   **Contact Person:** ________________________________  
   **Telephone:** ________________________________________

3. **Customer Name:** ________________________________  
   **Address:** ________________________________________  
   **Contact Person:** ________________________________  
   **Telephone:** ________________________________________
Attachment A

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

PRINCE GEORGE’S COMMUNITY COLLEGE

CONTRACT #_________

_________________, 2019

CONTRACTOR: ___________________
Federal Employer ID: __-________
Address: _______________________

Contact Person: ___________________
Contact Phone: ___________________
Contact Fax: ___________________
Contact Email: ___________________

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

PGCC Procurement Officer/Contract Manager:
Phone Number:
E-mail address:
This Agreement (“Agreement” or “Contract”) is made this 6th day of December, 2019, between the Prince George’s Community College (“PGCC” or “College”), and ____________ (“Contractor” or “Consultant”), with an address of ________________________________________, collectively the “Parties”.

**CONTRACT DOCUMENTS AND TERM**

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

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

This as needed, non-exclusive Agreement shall be effective upon the date of execution by both Parties and shall continue through ___________, 2019, or until the work deliverables are completed, per Attachment A or unless extended by amendment.

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

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

**1.0 PROFESSIONAL SERVICES**

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

1.2 Services shall be performed in accordance with a schedule of activities agreed upon by the Parties issued as a work order by the College. The Contractor will provide all the necessary equipment 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 Attachment A and this Agreement, the terms and conditions of this Agreement take precedence.

1.3 The PGCC will designate a staff member to act as manager (“Project Manager”) between the College and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Manager and also to any other PGCC personnel designated by the Project Manager. Direct contact or communication by the Contractor with other PGCC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Project Manager.
1.4 The professional contractor for the Services shall be the same person identified in this contract unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to PGCC’s approval, and notify PGCC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor) shall be reported to PGCC in writing as they occur.

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

2.0 FEES AND PAYMENTS

2.1 Contractor’s rates shall not exceed the fixed rates/fee provided in Attachment A and all such rates/fee include all expenses in the performance of the Services. Payments shall be made upon acceptance of deliverables as outlined in Attachment A of this Agreement or in work orders/written directives or marketing advertisement schedules issued by PGCC. The maximum fee for all services provided under this Agreement shall not exceed $______________ for services provided during ____________________, unless modified by an amendment, at a later date.

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

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

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

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

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

2.7 It is understood that there is no guarantee of dollar amount of work under this Contract. Payment will be issued on services rendered. Adjustments to payments for non-
performance may be taken by the College, as its sole discretion.

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

3.0 EVALUATION AND ACCEPTANCE PROCEDURE

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

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

3.3 If the deliverable does not Materially Conform, PGCC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to PGCC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to PGCC within the time period specified, or if not specified, then within ten (10) business days for further 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 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 to attend meetings or working sessions PGCC’s offices/campuses and/or at designated offsite locations, as needed.
5.0 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY

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

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

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

6.0 OTHER TERMS AND CONDITIONS

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

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

6.3 Termination for Default - When the Contractor has not performed or has unsatisfactorily performed the Services; payment shall be withheld at the discretion of the College. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor will not be entitled to recover any costs incurred by the Contractor up to the date of termination.

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

6.5 Disputes - Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by other College officials.
6.6  Suspension of Work - The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the College.

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

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

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

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

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

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

6.12 Choice of Venue – Any lawsuits filed by either party arises out of this agreement shall be filed in either the Circuit Court or District Court for Prince George’s County, MD.

6.13. If the appropriate funds or if funds are not otherwise made available for continued performance of this Contract, this Contract shall be canceled automatically for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the College's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their
rights and obligations existing at the time of termination.

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

7.0 CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the College’s Confidential Information (as defined herein). For purposes of this Agreement, “Confidential Information” means all information provided by the College to 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 shall 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 employees engaged in that performance.

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

7.4 Contractor acknowledges and understands that PGCC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), the Gramm Leach Bliley Act (“GLBA”), 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 agrees that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as PGCC would be obligated if the Confidential Information was in the possession or control of PGCC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

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

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

7.7 Contractor acknowledges that Contractor’s failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the College grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 8 shall 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 shall forward any request for disclosure of Confidential Information to:

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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless 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, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any employee, agent or subcontractor of the Contractor. At PGCC’s request, the Contractor will defend PGCC or settle any suit, claim, or proceeding brought against PGCC in relation to this contract. This obligation is not intended to be or to imply a waiver of the sovereign immunity of PGCC. The College does not assume any obligation to indemnify, hold harmless, or pay attorney’s fees that may arise from or in any way be associated with the performance or operation of this Agreement.
9.0 **RELATIONSHIP OF THE PARTIES**

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

9.2 It is understood and agreed that Contractor is an independent contractor of the College, and not an employee. Except as set forth in this Agreement, the College will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the College, but rather they shall be employees or contractors of Contractor, and Contractor shall 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 Client's prior written approval.

10.0 **INSURANCE**

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

11.0 **SOFTWARE AND SECURITY (If Applicable)**

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

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

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

11.4 Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

11.5 Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.

11.6 SSAE16 COMPLIANCE. To facilitate compliance with SSAE16, vendor must provide Prince George’s Community College with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to Prince George’s Community College, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to________________ or other representative identified by the College. Contractor also commits to providing Prince George’s Community College with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by Prince George’s Community College in relation to the SOC report.

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

Prince George’s Community College  Contractor

By: _____________________________  By: __________________________

Date: ________________________________  Date: _________________________
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 shall 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: ____________________________________________________
Attachment B

MBE Participation Schedule
(for submission with Proposal)

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

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

List Information For Each Certified MBE Subcontractor On This Project

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

USE THE ATTACHED CONTINUATION PAGE AS NEEDED

TOTAL MBE PARTICIPATION: % $ 

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: % $ 
TOTAL ASIAN-AMERICAN MBE PARTICIPATION: % $ 
TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: % $ 
TOTAL WOMAN-OWNED MBE PARTICIPATION: % $
TOTAL OTHER MBE PARTICIPATION: _____% $__________
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 shall 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) shall 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 must 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 shall 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 shall 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 shall 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 shall 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 must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the PGCC’s confidential information. PGCC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to PGCC’s needs and requirements, PGCC is willing to disclose certain confidential information to Offerors, including without limitation information concerning PGCC’s business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation (“Confidential Information”). By submitting a proposal in response to this 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.

9. **Alternate Solution Proposals.**

Contractors may submit an alternate to the solution given in this RFP.
10. **Contractor Responsibilities and Use of Subcontractors**

The College shall enter into contractual agreement with the selected Contractor(s) only. The Contractors(s) shall 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, shall be identified and a complete description of their role relative to the proposal shall 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 shall 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.

11. **Access to Contractor Records for Quality Assurance and Auditing Purposes.**

The Contractor and its principal subcontractors must provide access to pertinent records by College personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

12. **Arrearages.**

By submitting a Proposal, an Offeror shall 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 shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. **Taxes.**

Contractor shall exempt PGCC from taxes as applicable. Exemption Certificates shall 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.gov.state.md.us. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

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

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.gov.state.md.us.

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

18. **Duration of Offers.**
Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall 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, if applicable.**
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 shall provide the specified services for PGCC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the Procurement Officer may reject a Contractor’s Proposals. Contractors should be aware that the State Ethics Law, State Government 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.