



REQUEST FOR PROPOSAL (RFP): CARROLL COMMUNITY COLLEGE
CFY231022-01
FINANCIAL AUDIT SERVICES

Date of Issue: 11/3/2022

DEADLINE TO SUBMIT A RESPONSE:

2:00:00 PM LOCAL TIME OF DECEMBER 8, 2022

Procurement Office:

Carroll Community College
Procurement, Rm A201A
1601 Washington Road
Westminster, MD 21157

A handwritten signature in black ink that reads "Chuck Bednar".

Chuck Bednar, Coordinator of Procurement

cbednar@carrollcc.edu

410-386-8047

Important Public Notices:

NOTE: Prospective Offerors that have received this document from a source other than the Procurement Office, **MUST** immediately contact the Procurement Office and provide their name and email address to ensure receipt of any addenda or other important communications relevant to this project. *Failure to do so may result in an incomplete or inaccurate response.*

NOTE: Do not send response packages via e-mail as they are subject to rejection as is any response received after the designated due date or any response that is not complete. Your response is subject to rejection if changes are made to this document, or any terms or conditions contained within. Responses containing terms and conditions contrary to those of Carroll Community College as detailed in this document may be subject to rejection.

CARROLL COMMUNITY COLLEGE
Board of Trustees

PUBLIC NOTICE OF SOLICITATION

For

RFP No.: CFY231022-01
FINANCIAL AUDIT SERVICES

NOTICE IS HEREBY GIVEN that The Board of Trustees of Carroll Community College ("Carroll") is requesting qualified Offerors to submit proposals for the services of a certified public accounting firm having higher education/non-profit auditing experience to audit its records and financial statements for the fiscal years ending June 30, 2023, 2024, 2025, 2026, and 2027. The final award will be for the annual audit of the financial statements for Carroll Community College and the Carroll Community College Foundation. Carroll requests that interested and qualified Offerors provide sealed competitive proposals in accordance with the schedule and specifications provided herein.

Copies of the REQUEST FOR PROPOSAL (RFP) documents may be requested by contacting Carroll's Procurement Office at <https://www.carrollcc.edu/About/Procurement/> or by email at cbednar@carrollcc.edu.

Complete, properly identified, and endorsed responses will be received and secured up to 2:00:00 pm local time on Thursday, December 8 2022 via Equity Hub's Bid Locker. Improperly packaged responses or those received after the date and time designated cannot be accepted. It is the responsibility of each offeror to ensure timely delivery of the response. Withdrawal of a response prior to the designated closing date and time is acceptable. After the designated date and time, all responses are final and may not be withdrawn or canceled within 90 days following the deadline.

Responses to this solicitation will be considered as offers and may be used to form a binding contract with Carroll. Responses will be evaluated, ranked, and scored by Carroll. All responses shall be in the format specified by Carroll in the solicitation document.

This solicitation is being conducted by:

Carroll Community College
Procurement Office A201A
1601 Washington Road
Westminster, MD 21157

Chuck Bednar
Coordinator of Procurement
410-386-8047
cbednar@carrollcc.edu

A Pre-Proposal Conference will be held for this solicitation. The virtual conference will be held via Microsoft Teams at 10:00 am local time on November 17, 2022.

Carroll Community College's Board of Trustees reserves the right to reject all responses and to waive any formalities, informalities, or technicalities as it deems necessary, appropriate, or in Carroll's best interest. Final award of contract is subject to availability of funding.

Carroll Community College is an Equal Opportunity Institution. Minority, small and woman-owned businesses are encouraged to submit proposals for this project.

KEY INFORMATION

| | |
|---|--|
| Solicitation for: | FINANCIAL AUDIT SERVICES |
| Solicitation Number: | CFY231022-01 |
| RFP Issue Date: | 11/3/2022 |
| RFP Issuing Office: | OFFICE OF FISCAL AFFAIRS |
| Procurement Officer: e-mail: Office Phone: | Chuck Bednar Coordinator of Procurement cbednar@carrollcc.edu 410-386-8047 |
| Sealed responses are to be sent to: | Carroll Community College 1601 Washington Road Procurement Office A201A Westminster, MD 21157 |
| Pre-Proposal Meeting: | November 17, 2022 (See page 46 to request access to meeting for all attendees) |
| Questions Due Date and Time | December 1, 2022, at 12:00 pm Local Time |
| Bid Due (Closing) Date and Time: | December 8, 2022, at 2:00:00 pm Local Time (No response received after this time will be considered) |

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1 INTENT AND BACKGROUND

1.1 Intent

The intent of this Request for Proposal (RFP) is to provide Carroll Community College's Office of Fiscal Affairs competitive responses for the services of a certified public accounting firm having higher education/non-profit auditing experience to audit the records and financial statements for Carroll Community College and The Carroll Community College Foundation, Inc.

Carroll Community College and The Carroll Community College Foundation, Inc., individually and collectively as the context requires, will hereinafter be referred to as "Carroll" or the "College." The Carroll Community College Foundation, Inc. may sometimes hereinafter be referred to as the "Foundation." Respondents to the RFP will be referred to as "Offerors." The Offeror to whom the contract is awarded will be referred to as the "Offeror" or the "Vendor."

The Offeror's response and the specifications, terms, and exhibits of this RFP will become "Exhibit A" of the Agreement to be awarded from this RFP.

1.2 Background

Established in 1993, Carroll Community College is a dynamic and vibrant institution serving the postsecondary education, baccalaureate preparation, and lifelong learning needs of the citizens of Carroll County, Maryland. Carroll Community College serves nearly 12,000 students annually in credit and Continuing Education programs. An average of 70 businesses and organizations contract with Advantage C, the College's business training and consulting service, for customized training and services each year. Miller, the College's resources for entrepreneurs, aids 20 business start-ups annually.

Carroll County is a rural-suburban county of 173,994 residents, 89 percent white, with a median household income of \$89,529. The county experienced a 3.5 percent increase in population between 2010 and 2017.

The College is governed by a seven-member Board of Trustees. On July 1, 2014, Dr. James D. Ball became the third president of the College after serving 15 years as its Vice President of Academic and Student Affairs. The College presently has 270 full-time and 321 part-time employees.

1.3 New Legal Requirements to Be Awarded a Contract in Maryland

- a. eMaryland Marketplace Advantage (eMMA) - To receive a contract award, a vendor must be registered **and** maintain an active registration once registered on eMMA. Please verify that you are not only registered, but that any previously completed registration is still active. Contract awards are required to be posted on eMMA. Awards cannot be posted for unregistered or inactive vendors. Registration is free. Go to <https://emma.maryland.gov/> to register.
- b. Verification of Registration and Tax Payment - Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete these registrations prior to the Proposal due date and time. The Offeror's failure to complete registration with eMMA or SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.4 Reserved Rights/No Guaranty of Award

Carroll makes no warranty or guarantee that an award will be made because of this RFP. Carroll also reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the proposed form of Agreement when Carroll deems such to be in its best interest.

Carroll also reserves the right to negotiate any aspect of a response, terminate negotiations, and select the next most responsive Offeror for contract negotiations or other such actions deemed appropriate.

2 CONTRACT TERM AND STATEMENT OF SERVICES

2.1 Contract Term

The initial contract period will be for five (5) years which covers the fiscal years ending June 30, 2023, 2024, 2025, 2026, and 2027. Based on satisfactory performance, Carroll will then have the option to renew the contract for up to three (3) additional, one (1) year periods. If Carroll chooses to exercise the option to renew during the term all elements of the original contract will remain unchanged, subject to duly executed amendments entered pursuant to the contract. If Carroll elects to exercise its option to renew for the subsequent years, it shall do so by notice to Vendor with a minimum sixty (60) days' advance notice prior to expiration of the original term. After the completion of the optional term, ending June 30, 2030, Carroll must issue a new Request for Proposals.

2.2 Arrangements

All arrangements **must** be coordinated through the Director of Fiscal Affairs or appointed representative. Carroll requires the rotation of the lead and reviewing partner every five years with a timeout of two years.

2.3 Periods of Audit/Terms of the Contract

The five-year periods to be covered by the initial audit examination are Carroll's fiscal years ending June 30, 2023, June 30, 2024, June 30, 2025, June 30, 2026, and June 30, 2027 based on satisfactory performance. The final contract will contain a provision allowing the College and/or Foundation to have the option to renew for up to three (3) additional, one (1) year terms. If the College and/or Foundation chooses to exercise the option to renew during those terms an updated cost proposal will be requested from the incumbent firm. If the College and/or Foundation elect to terminate based on performance, it shall do so with a minimum sixty (60) days advance notice. At the end of the initial contract term and extensions, the College and Foundation must issue a new Request for Proposals.

2.4 Audited Financial Reports

- A. The following identifies what the audit firm **must** prepare and issue, with opinions as appropriate to the Carroll Community College Board of Trustees and The Carroll Community College Foundation, Inc. Board of Directors.
- B. Annual Basic Financial Statements to the Board of Trustees of Carroll Community College. The audit **must** be conducted in accordance with auditing standards generally accepted in the United States of America.
- C. A Single Audit of Carroll Community College as required by the Office of Management and Budget, Circular A133 (Audits of Institutions of Higher Education and Other Non-Profit Institutions).
- D. **Annual Financial Report to the Maryland Higher Education Commission (CC-4). This report to the Maryland Higher Education Commission must be prepared in accordance with all pertinent state regulations and requires the audit of enrollment data.**
- E. If significant and material weaknesses are identified, a management letter with Carroll's response.
- F. Annual Financial Statements of The Carroll Community College Foundation, Inc.
- G. If significant and material weaknesses are identified, a management letter with the Foundation's response.
- H. The Federal tax return (form 990) of The Carroll Community College Foundation, Inc.

2.5 Basis of Presentation

The audit **must** conform to the following audit guidelines:

The College:

- A. The College’s audit follows generally accepted accounting principles issued by Governmental Accounting Standards Board (GASB). In addition, all requirements set forth by the following regulatory bodies must be followed:
- B. The Maryland Higher Education Commission (MHEC) in their Code of Maryland Regulations – Title 13B and 13C and in Education Article, Title 16 (Community Colleges) of the Annotated Code of Maryland.
- C. The Generally Accepted Government Auditing Standards issued by the U.S. General Accounting Office.
- D. The provisions of OMB Circular A-133 Audits of Institutions of Higher Education and Other Nonprofit Organizations.

The Foundation:

- A. Currently, the Foundation follows generally accepted accounting principles in accordance with FASB. In addition, all requirements set forth by the following regulatory bodies must be followed:
- B. The Maryland Higher Education Commission (MHEC) in their Code of Maryland Regulations - Title 13B and 13C and the Education Article, Title 16 (Community Colleges) of the Annotated Code of Maryland.
- C. By necessity, audits for both the College and the Foundation may be required to conform to other authoritative sources not specifically identified in this section or applicable updates available now or which may become available during the audit(s) or period covered by the audits(s).
- D. In compliance with GASB Statement No. 14 and Statement No. 39, the Foundation is discretely presented with the College’s statements.

2.6 Required Copies and Recipients

All costs to prepare, reproduce, deliver, and/or mail audit reports shall be borne and paid by the Vendor. Following are estimates of the number of copies of each audit required by the College. However, by necessity, additional copies may be required by recipients specified here or other parties. Costs to provide additional copies will be borne and paid by the Vendor.

| Reports: | No. of Copies |
|---|----------------------|
| Annual Basic Financial Statements of the College | 30 |
| Management Letter (when required) | 30 |
| Single Audit as required by Budget Circular A133 (Audits of Institutions of Higher Education and Other Non-Profit Institutions) | 10 |
| Annual Financial Report to the Maryland Higher Education Commission (CC-4) | 12 |
| Annual Financial Statements and management letter (when required) for the Foundation (each) | 30 |

Additionally, the Vendor *MUST* provide to the College Adobe PDF files for the Basic Financial Statements with Management Letter, the Single Audit, the MHEC CC-4, and the Foundation Statements with Management letter with signature pages showing handwritten signature.

2.7 Confirmation

The Vendor will do all confirmation work and all associated costs will be borne and paid for by the Vendor. This includes the work and costs to prepare and mail confirmations.

2.8 Reports and Due Dates

Schedule of Due Dates

| | |
|---|-------------|
| Final, bound copies of Annual Basic Financial Statements | October 1 |
| Final, bound copies of Single Audits as required by the Office of Management and Budget, Circular A133 (Audits of Institutions of Higher Education and Other Non-Profit Institutions) | December 31 |
| Final, bound copies of Annual Financial Report to the Maryland Higher Education Commission | October 1 |
| Final, bound copies of Management Letters | October 1 |
| Final, bound copies of Annual Financial Statements and Management Letters for Foundation | October 1 |

The dates above are reflective of the FY22 audit and are subject to change in subsequent years based upon the date in which the Carroll Community College Board of Trustees is scheduled to meet in October each year.

2.9 Engagement Cancellation Exception

The contract for audit may be declared null and void at the option of the Board of Trustees of Carroll Community College in the event the Legislative Auditor submits notification of intent to conduct the required annual audit of the Colleges as provided in Section 16-315 of the Education Article of the Annotated Code of Maryland.

2.10 Audit Conferences

Pre-audit planning conferences are expected during April / May and post-audit conferences are arranged to discuss areas of mutual concern.

2.11 Auditors' Work Papers

Auditors' original working papers shall remain the property of the Vendor and shall be retained by the Vendor for a seven-year (7) period. However, Carroll or its appointed representatives shall have the right to review and/or duplicate the working papers upon request to the Vendor.

2.12 College and Foundation Cooperation

All records, documentation, correspondence, etc., that may influence the financial statements being examined will be made available.

2.13 Review of Audit

A preliminary copy of the audit reports shall be reviewed with appropriate College staff before final reports are prepared.

2.14 Presentation to the Carroll Community College Board of Trustees and Carroll Community College Foundation Board of Directors

Vendor's auditors **must** make a formal presentation of the audited report and the management letter to the Board of Trustees and/or Audit Committee of Carroll Community College and the Carroll Community College Foundation, Inc.

2.15 When and Where Work is to be performed

All work **must** be performed on Carroll Community College premises. A work area with adequate space, lighting, and Wi-Fi service will be provided. Removal of College's records or equipment from such premises is strictly prohibited.

2.16 Use of College Equipment

Use of or access to the College's equipment which may be necessary in the performance of the audit will be made available if requested in sufficient time to permit scheduling.

2.17 Reliance on Previous Auditors

The audit firm agrees to accept the College's June 30, 2022 fiscal balances as stated in the audit report of CliftonLarsonAllen, LLP.

END OF SECTION

3 PROPOSAL FORMAT and SUBMISSION INSTRUCTIONS


3.1 Instructions

- 3.1.1 Conciseness and clarity of content are emphasized and encouraged. Vague, general, or responses not conforming to the stated requirements are subject to rejection at the discretion of Carroll officials.
- 3.1.2 It is also of prime importance that the Offeror qualifies any special interpretations or assumptions they have made in addressing the requirements of this solicitation, specifically state any known limits to responding to the requirements set forth by Carroll and identify any component(s) of this solicitation to which the Offeror cannot respond.
- 3.1.3 All costs incurred by the Offeror(s) associated with the preparation, submission, presentation of a response and attendance at meetings, including but not limited to costs related to transportation, meals, lodging, bonding, and other related expenses, if applicable, will be the sole responsibility of the Offeror(s) and will not, under any circumstances, be reimbursed by Carroll.

3.2 Two Part Submission

- 3.2.1 Offerors shall submit Proposals in separate files:
 - 1. Volume I –Technical Proposal
 - 2. Volume II – Financial Proposal

3.3 Submission of Response Requirements

| | |
|---|--|
|  Critical | 3.3.1 Completed proposal documents must arrive electronically via Equity Hub’s Bid Locker at https://bidlocker.us/a/carrollcc/BidLocker . Please note that offerors must register on the Bid Locker site prior to submittal of documents , so please plan the upload of the proposal package accordingly. Bid Locker will not accept submissions after the designated date and time. |
|---|--|

- 3.3.2 Offerors must submit **one (1) digital copy of the proposal as two (2) complete PDF documents as follows:**
 - a. Document I - Technical Proposal consisting of
 - i) One (1) digital copy of the Technical Proposal with all supporting material and required documents. This copy must have legally acceptable signatures.
 - b. Document II - Financial Proposal consisting of
 - i) One (1) digital copy of the Financial Proposal with all supporting material and required documents. This copy must have legally acceptable signatures.
- 3.3.3 All proposal documents submitted in response to this RFP must be signed and identified as follows:
 - a. <Offeror Name> - CFY231022-01 FINANCIAL AUDIT SERVICES – Technical Proposal or;
 - b. <Offeror Name> - CFY231022-01 FINANCIAL AUDIT SERVICES – Financial Proposal.
- 3.3.4 Failure to provide the complete, signed documents may result in rejection of the offer. Proposals must include all required information.
- 3.3.5 Individual requests for extension of this date and time will not be granted.

END OF SECTION

4 CONTENTS OF PROPOSALS/REQUIRED DOCUMENTATION

4.1 Volume I – Technical Proposal Contents

NOTE: Omit all pricing information from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 4.1.1 The response should be prepared in a clear and precise manner. Pages must be numbered. It should express an understanding and knowledge of all appropriate points from Sections 2 of this RFP.
- 4.1.2 Use the **Questionnaire (Attachment A, Section 9.1, page 36-37)** to organize the response.
- 4.1.3 **In addition to the above, please address the following sections.**
 - a. **EXECUTIVE SUMMARY STATEMENTS**
 - 1. Briefly provide a corporate profile, including corporate structure, size including number of employees, revenue for past three (3) years, services provided, and business outlook. **Firms must be in business providing this type of service for at least seven (7) years to be eligible for award.**
 - 2. Offerors shall use this section to provide a short summary statement of their overall understanding of the RFP's requirements and to highlight the important features of the proposed services as they relate to the Statement of Work.
 - 3. Offerors should use this section to qualify any special interpretations or assumptions they have made in addressing the RFP requirements, specifically state any known limits to responding to the RFP objectives and identify any component(s) of the RFP to which they cannot respond.

4.2 Required Documents to be included with the Technical Proposal

Required documents to be completed and returned with the response are included in Section 9.

Failure to sign or submit any document will render a proposal as non-Responsive and subject to rejection. The associated sections for each contain full descriptions of the requirements.

- a. **Information Form (Section 8.1)**

This form includes all relevant information, including address, contact information, purchase order and remittance information, etc.
- b. **Addendum Acknowledgements (Section 8.2)**

This section provides for listing and signature acknowledgment of all relevant addenda for this solicitation.
- c. **Affidavit of Conditions and Certifications (Section 8.3)**

This section includes items such as the Indemnification Clause, Ethics Statement, Collusion Statement, Supplier Diversity Information, Nondiscrimination Clause, Conflict of Interest Statement, and other relevant statements.
- d. **Declaration of Understanding/Statement of Authority (Section 8.4)**

The RFP has been read and is fully understood for content and intent, the Terms and Conditions have been read and accepted, and the signer of these documents is legally authorized to do so.
- e. **Client Reference List (section 8.5)**

Provide a reference list of no less than three (3) higher education clients, including the name of the client, address, name of client administrator, and contact information, including telephone number and email address. Describe the type of services provided at these locations and the length of time you have been operating at this location.

f. Questionnaire (Section 9.1), page 36-37

4.3 Volume II – Financial Proposal Contents

- 4.3.1 **A financial response form is provided in Section 9.2, page 38.**
- 4.3.2 The Financial Proposal shall contain all price information to provide the services included in the Technical Proposal. No allowance will be made later for additional charges due to omissions in the proposal.
- 4.3.3 The cost proposal **must** be signed by an authorized representative of the Offeror and submitted on the Financial Proposal Form contained herein and submitted in the sealed envelope. It **must** be in accordance with the requirements of this solicitation.
- 4.3.4 In submitting a proposal, the Offeror agrees that it has read and fully understands the content and intent of the solicitation and agrees to provide all anticipated services as specified within the solicitation and that those services shall be provided or performed in accordance with the specifications, intent, and terms and conditions of the solicitation and any changes or exceptions approved by Carroll, included in the resulting contract.
- 4.3.5 In addition, the Offeror must hold their proposals for sixty (60) calendar days after the opening of the final price proposals, or through the contract award date, whichever is earlier.
- 4.3.6 Price terms shall remain fixed until the completion of the contract. Requests for price for additional services must be submitted in writing.
- 4.3.7 Any changes to the contracted terms, along with supporting documentation, must be sent to the Coordinator of Procurement. Carroll reserves the right to request additional supporting documentation.

END OF SECTION

5 HOW PROPOSALS WILL BE EVALUATED/TENTATIVE SCHEDULE

5.1 Evaluation Committee

- 5.1.1 Evaluation of Proposals will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. Carroll reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Evaluation criteria for Technical Proposal (70% of total score)

- 5.2.1 The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.
- a. Technical approach – the Offeror’s ability to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Effectiveness of approaches, designs, services, processes, and practices. 30% of technical score
 - b. Background and Experience- the Offeror’s corporate background and similar experience specifically relevant to Carroll’s situation, needs, challenges, and opportunities. 30% of technical score
 - c. Strength of references- how relevant are the references to the material and/or specifications. 20% of technical score
 - d. Conformity to solicitation specifications- the Offeror’s response meets all requirements and addresses all aspects of the RFP. 10% of technical score
 - e. Past performance - the Offeror’s failure to satisfactorily fulfill the requirements of a contract or the violation of applicable procurement rules, laws, or statutes. 10% of technical score

5.3 Evaluation Criteria for Financial Proposal (30% of total score)

- 5.3.1 The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance.
- a. All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the commission structure, bonuses, contributions, and scholarships over the lifetime of the agreement, along with any value-added offering to further enhance the partnership.

5.4 Contract Award

It is Carroll’s intention to make the award to the single response deemed to be the most qualified, best suited, or able to provide the best value for the purpose. **NOTE: Final approval comes from the Carroll Community College Board of Trustees at their February 15, 2023, meeting and is subject to the availability of funding.**

- 5.4.1 Carroll, in its sole discretion, may defer award of the contract for a period of up to ninety (90) calendar days after the opening of the final price proposals. If no award or other disposition is made, the expiration of the ninety (90) calendar days will constitute rejection of all offers without further action by Carroll.

5.5 Evidence of Responsibility

Carroll may make any investigations deemed necessary to determine the ability of any offeror to provide the work as specified herein. Prior to the award of a contract pursuant to the RFP, the Procurement Office may require an

Offeror to submit such additional information bearing upon their ability to perform the contract as Carroll deems appropriate. Carroll may also consider any information otherwise available and other qualifications or abilities of the Offeror. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the Offeror and proposal.

5.6 Rejection Criteria

- 5.6.1 During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not eligible for award. An Offeror's response is subject to rejection for any of the following reasons, as determined in Carroll's sole discretion:
- a. Failure of the Offeror(s) to submit a response within the time frames specified;
 - b. Failure of the Offeror(s) to provide the required information;
 - c. Failure to meet the mandatory specifications and requirements;
 - d. Failure of the Offeror(s) to respond in a timely manner to an invitation for clarification, presentation, or demonstration;
 - e. Failure of the Offeror(s) to follow the prescribed instructions, including preparation, submission, and response format;
 - f. Collusion among or between Offerors;
 - g. Unbalanced responses: offers/bids/proposals/responses in which the prices quoted for some work is inconsistent with prices quoted for similar work;
 - h. Failure of the Offeror(s) to supply appropriate and favorable client references;
 - i. Financial instability of Offeror(s) submitting the bid;
 - j. Failure of the Offeror(s) to successfully negotiate a contract;
 - k. Offeror's response is conditional; and
 - l. Failure to demonstrate that the Offeror(s) is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

5.7 Responsibilities of the Awarded Offeror

- 5.7.1 All documents and contract administration provided by the successful Offeror must satisfy Carroll's requirements as outlined in the solicitation. The selected Offeror shall be responsible for all products/services required by this solicitation.
- 5.7.2 The successful Offeror shall deliver all the required submittals within ten (10) days of the Notice to Award and commence work according to the approved schedule unless otherwise ordered in writing by Carroll. Failure of the selected Offeror to accept these obligations in a contract, purchase order or similar authorized acquisition document may result in cancellation of the award and the removal of the Offeror from future solicitations. Under these conditions, Carroll reserves the right to enter negotiations with the next ranking Offeror on the same terms and conditions as set forth in the solicitation.
- 5.7.3 The Offeror shall be an independent party and not an employee of Carroll and shall be responsible for the reporting and remittance of all state and federal taxes.

5.8 Notice to Proceed

- 5.8.1 Upon determination of the most responsive and responsible offeror, a notice of intent to award will be sent to the successful firm. The final award notice will be upon the approval of Carroll's Board of Trustees. Non-award letters will also be issued. Both the Offeror and Carroll will work diligently to process and agree to a written contractual agreement ("Agreement") upon final award notice.

5.9 Tentative Process Schedule

| | |
|---------------------|---|
| 11/3/2022 | Solicitation document posted on eMMA, Carroll’s Procurement web page, and made available directly to potential Offerors |
| 11/17/2022 | Pre-proposal Conference (Virtual) |
| 11/22-11/25/2022 | Campus Closed for Thanksgiving Holiday |
| 12/1/2022 | Cut-off date for questions |
| 12/2/2022 | Final addenda issued if needed |
| 12/8/2022 | Proposals due |
| 12/9/2022 | Evaluation of Proposals begins (Seek clarifications as necessary) |
| 12/19/2022-1/2/2023 | Campus Closed for Winter Recess |
| 1/6/2023 | Evaluation Committee convenes for discussion |
| 1/10/2023 | Discussions with finalists (if necessary) |
| 1/13/2023 | Best and Final Offer received (if requested) |
| 1/16/2023 | Campus Closed for Martin Luther King Holiday |
| 1/19/2023 | Internal notification of Intent to Award |
| 1/20/2023 | Notice of Intent to Award to Offeror |
| 2/15/2033 | Board of Trustees approves final award |
| 2/16/2023 | Final Award and Non-Award Notifications |

END OF SECTION

6 IMPORTANT INFORMATION

6.1 Contact Point

The sole point of contact for Carroll for all purposes of this solicitation, including obtaining documents, questions, and final submission of response is:

- **Chuck Bednar, Coordinator of Procurement** cbednar@carrollcc.edu 410-386-8047

This is a mandatory procedural requirement. Therefore, any individual or firm which violates this requirement will have their proposal deemed non-responsive and subject to rejection.

6.2 Pre-Bid Meeting

Carroll will host a meeting on to answer questions pertaining to this solicitation. **The meeting will be held virtually via Microsoft Teams.**

The meeting will be held via Microsoft Teams at:

- **10:00 am local time on Thursday, November 17, 2022.**

NOTE: A Pre-Proposal Conference response form is located on page 39 to provide the names and email addresses of intended attendees.

6.3 Deadline to Submit a Response

All responses to this solicitation are due via **Equity Hub's Bid Locker** (additional information is found in Section 3.3, page 10) prior to:

- **2:00 PM local time on Thursday, December 8, 2022** at which time the names of the Offerors submitting proposals will be recorded.

This is a mandatory procedural requirement. It is the responsibility of the Offeror to plan accordingly for the upload of their proposal. Any response, request for withdrawal, or modification of a response that is not received at the date and time indicated will be considered late and subject to rejection.

If Carroll Community College is closed on the RFP opening due date because of an emergency or inclement weather, the RFP will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

6.4 Questions

Offerors must carefully examine the documents for this solicitation. Should any Offeror find discrepancies or omissions in this solicitation or be in doubt as to the content or meaning of any aspect of this document, they must direct inquiries in writing to the Contact Point listed above prior to:

- **12:00 PM local time on Thursday, December 1, 2022**

6.5 Errors

Offerors are responsible for the accuracy of their response and may withdraw or make necessary modifications prior to the closing date of the solicitation. Notice of the intent to withdraw or modify is required. Negligence on the part of the Offeror in preparing its response confers no right of withdrawal, modification, or cancellation of the response after the designated closing date and time for the solicitation.

Offerors are responsible for the accuracy of their proposed prices. In the event of a discrepancy between a spelled-out number and a numerical figure, the spelled-out number shall control.

Carroll may, but is not required to, contact the Offeror to verify information included in their response and may clarify any questions regarding the information submitted.

6.6 Failure to Provide Requested Information

Failure of the Offeror to provide any required documentation or information requested in this document may result in the rejection of a proposal.

6.7 Insurance Requirements

Within ten (10) business days of notice of award, Offeror **must** supply a current (up to date) certificate(s) of insurance that includes the policy number(s), the name(s) of the insurance company(ies) and insurance manager(s), effective date(s), and coverage amounts as specified herein. Additionally, this proof of insurance shall verify that the Offeror holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits.

An insurance carrier licensed by the State of Maryland, rated at least A VII by AM Best Company in the types of coverage, shall provide the insurance; and coverage limits should not be for less than the following.

- **Insurance as may be required under applicable state statutes.**
- **Workers' Compensation with Employer's Liability limits (including Occupational Disease Coverage) of \$1,000,000.**
- **Commercial General Liability, including but not limited to injury and death, property damage to Carroll and to property of others, Premises/Operations, Contractual, and Products/Completed Operations insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate limit.**
- **Commercial Automobile Liability insurance covering the Offeror's owned, non-owned, and hired vehicles used in the performance of the work at \$1,000,000 Combined Single Limit.**
- **Professional Liability insurance, with a minimum limit of \$1,000,000 and an annual aggregate of \$3,000,000.**
- **Commercial Umbrella coverage at a limit of no less than \$5,000,000 covering liability over the limits of the respective liability policies.**
- **The total of required liability limits may be satisfied by combination of the limits of a primary policy and an umbrella following the form of the underlying policy(ies).**

In addition, any other appropriate insurance that may be required to protect fully the Offeror, subcontractor, and Carroll in the final contract awarded.

All policies shall name Carroll Community College and The Carroll Community College Foundation, Inc. as Certificate Holders and all policies except Workers' Compensation and Professional Liability shall name Carroll Community College, The County Commissioners for Carroll County, Maryland, The Carroll Community College Foundation, Inc., the State of Maryland and their respective trustees, commissioners, officials, directors, officers, employees and agents, as additional insureds ("Additional Insureds") and shall be primary and non-contributory with regard to any insurance carried by the Additional Insureds. All policies shall include a waiver of subrogation by endorsement in favor of Additional Insureds. Additionally, each policy shall be endorsed so that no policy will be canceled or materially altered, except after forty-five (45) days' written notice has been received by Carroll.

Offeror shall procure and maintain, at its own expense, all required insurance upon award, at contract implementation, and always during the contract period. If any policies are written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and for a period of three (3) years thereafter, and Offeror shall demonstrate through Certificates of Insurance that Offeror has maintained continuous coverage with the same or original insurer or shall purchase, at Offeror's expense (a) an Extended Reporting Period Endorsement (also, known as Tail Coverage) or (b) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of the Agreement. Offeror and its

consultants and subcontractors must provide an acceptable Certificate of Insurance within ten (10) days of contract award and for two (2) years following fulfillment of the contract (or three [3] years if claims made) listing all required insurance.

Offeror may not commence work under the contract until Carroll has approved such insurance. All consultants and subcontractors hired by the Offeror are required to carry the same insurance coverages and limits of insurance as required of the Offeror by this RFP and shall name the Offeror, Carroll Community College, and The Carroll Community College Foundation, Inc. as additional insureds on such consultants' and subcontractors' policies. Offeror must not allow any consultants or subcontractors to commence work until all insurance has been obtained and approved by Carroll. Approval of insurance by Carroll will not relieve or decrease the liability of the Offeror.

If the Offeror fails to maintain and keep in force insurance as herein specified, Carroll shall have the right, but not the obligation, to secure such coverage for its protection, at the expense of the Offeror.

Offeror assumes full responsibility for all damages, or claims of damage, for injury to persons, property, or equipment that may result from any service performed under the contract; and Offeror agrees that such responsibility is not limited in scope or amount to the amount and types of insurance required in the contract or to any contractual limitation of liability.

6.8 Right to Amend, Modify, or Cancel Solicitation

Offerors shall comply with the true intent of the specifications and not attempt to take advantage of any unintentional error or omission.

Carroll reserves the right, if deemed in the best interest of Carroll, to withdraw or cancel this solicitation prior to final contract execution and where appropriate, terminate the project or release a new solicitation.

If it becomes necessary to amend or modify any provisions of this solicitation for the proper fulfillment of the intent of this procurement, Carroll will send the Offeror's designated contact a written addendum, outlining the change. Verbal changes to the solicitation are not valid unless confirmed by written addenda. A summary of Acknowledgments of Addenda to this solicitation must accompany the submission of documents.

The Addenda Acknowledgements is found on:

- **Page 27 (Section 8.2).**

END OF SECTION

7 LEGAL INFORMATION (TERMS & CONDITIONS)

7.1 Applicable Law

The Agreement shall be construed and interpreted according to Maryland law, without regard to conflicts of law, and venue and personal jurisdiction for any disputes under the Agreement shall lie in courts located in the State of Maryland.

7.2 Care of Premises/OSHA Requirements

During the performance of any resulting contract executed as part of this solicitation, the Offeror must take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of the contract. Any damage caused because of Offeror's neglect, directly or indirectly, shall be repaired to Carroll's satisfaction at the Offeror's expense.

Also, during the performance of any resulting contract executed as part of this solicitation, the Offeror will at all times, be solely responsible for the safety of their operations while present on college property and that they are solely responsible for supervising their agents, representatives, Offerors, employees, and invitees at all times. The Offeror will comply with all federal, state, and local laws, ordinances, codes, and regulations, including all rules, regulations, orders, standards, and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 (and to the Occupational and Safety Health Act for the State of Maryland) (collectively, "OSHA") and applicable industry standards. The Offeror and their agents, representatives, Offerors, employees, and invitees must familiarize themselves with Carroll's procedures and policies to ensure that their work practices are in full compliance with College's Occupational Safety and Health Policy.

7.3 Compliance with Laws

The Offeror hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Agreement.
- C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under the Agreement; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Agreement.

7.4 Compliance with the Immigration Reform and Control Act of 1986

Offeror warrants it and its subcontractor(s) do not and shall not knowingly hire, recruit, or refer for a fee for employment under the Agreement or any subcontract, an unauthorized alien or hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA").

This includes but is not limited to any verification and record keeping requirements. Offeror agrees to indemnify and save Carroll, its trustees, agents, and employees harmless from any loss, costs, damages, or other expenses, including costs and attorneys' fees, suffered, or incurred by Carroll, its trustees, agents, and employees by reason of the firm's or any subcontractor of the firm's noncompliance with IRCA. Offeror agrees to defend Carroll, its trustees, agents and employees in any proceeding, action or suit brought against Carroll, including but not limited to administrative and judicial proceedings, arising out of, or alleging noncompliance of the firm or subcontractor with IRCA. Offeror recognizes that it is Offeror's responsibility to obtain and maintain, for the applicable period, all certifications and verifications as required by law. Carroll reserves the right to request any documentation deemed necessary.

7.5 Confidentiality of Data

Offeror acknowledges that during this process and any term of a contract that results from this process, it may come into possession of, or become acquainted with, certain confidential and/or proprietary information

(Confidential Information) of Carroll, its employees, and students. Confidential information shall include all business information, marketing and sales information, strategies, business practices, and all employee and student data. Carroll's delivery of Confidential Information does not operate as a waiver of any applicable or common-law privileges or protections. Offeror shall treat such Confidential Information as strictly confidential and propriety information. In the event of a breach by the Offeror of any of Carroll's Confidential Information, Carroll, in addition to, and not in limitation of any other property rights, remedies or damages available to Carroll at law or in equity, shall be entitled to a preliminary injunction, permanent injunction, and/or any other injunctive relief or court-imposed restraints necessary to restrain such breach. Offeror expressly consents to such relief without the necessity of Carroll posting any bond or showing any actual damages.

7.6 Contract

The parties to any contract entered because of this solicitation shall be Carroll Community College and the Offeror.

A Carroll contract that incorporates this solicitation document, in its entirety, and the Offeror's submitted response must be executed in writing by both parties. If any conflict between these documents occurs, the following order of precedence shall apply: Agreement, RFP, response.

Any Offeror requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract and terms and conditions with their response. The contract will be examined and evaluated along with the Offeror's offer/bid/proposal. Carroll reserves the right to reject the Offeror's contract form and terms and conditions.

The Offeror may not assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, title, or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by Carroll; and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by Carroll, the assignee shall bear all costs incurred by Carroll, directly or indirectly, in connection with or because of such an assignment.

All applicable federal laws; state laws; county, local, and municipal ordinances; by-laws; and the orders, rules and regulations of all authorities having jurisdiction over this work shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

7.7 Cooperative Purchasing (if applicable)

Where this solicitation and any resulting purchase order/contract was prepared for Carroll Community College, the terms, conditions, specifications, and unit or other prices resulting from this solicitation may be utilized by other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The Offeror may prohibit or limit any such arrangements in their response documents. Carroll assumes no authority, liability, or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation. All purchases and payment transactions rest solely between the Offeror and the requesting entity. Any exceptions to this requirement must be specifically noted in the firm's proposal response.

7.8 Delays and Extensions of Time

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

7.9 Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications, or intent of this solicitation shall be fully described and included in Offeror's response prior to the due date. In the absence of such a statement, Offeror shall be deemed to have accepted all such terms, conditions, specifications, and intent of this solicitation. Offeror's failure to raise an issue related to the terms, conditions, specifications, and intent of this solicitation prior to the due date shall constitute a full and final waiver of Offeror's right to raise the issue later in any action or proceeding relating to this solicitation. Carroll reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this solicitation.

7.10 Employment of Child Sex Offenders

Carroll provides several programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids @ Carroll. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded Offeror, the awarded Offeror is prohibited from assigning that employee to perform any type of service on Carroll's main campus. Violation of this provision may result in termination for cause of the contract.

7.11 Funding

College is a public institution of higher education, and its budget is subject to funding by governmental entities. The Agreement is contingent upon availability of funds. Lack of funding shall be grounds for immediate termination of the Agreement. Carroll shall promptly provide the Offeror with written notice if a non-appropriation occurs.

7.12 Harassment Policy

Offeror has the responsibility of ensuring that their employees and any subcontracted personnel conduct themselves in a manner consistent with an academic working and learning environment, including, but not limited to, prohibiting any form of sexual or other harassment by its employees or employees of any subcontractor.

7.13 Hazardous and Toxic Substances

Offeror shall be solely responsible for supervising its employees and subcontractors, if any, including without limitation training, provision of personal protective equipment, and adherence to all appropriate lock out/tag out procedures, and must comply with all applicable federal, state, and county laws, ordinances, and regulations, as amended from time to time, relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances. Offeror shall provide Carroll with a "Safety Data Sheet" or, in the case of a controlled hazardous waste substance, a hazardous waste manifest, for all hazardous chemicals listed or subsequently added to the Maryland Occupational and Safety Health Act Chemical Information List/Occupational Safety and Health Act of 1970 Occupational Chemical Database, in compliance with applicable laws, ordinances and regulations.

7.14 Maryland Public Information Act

Offeror recognizes that Carroll is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland, which permits access to most records and documents. Bids will generally be available for public inspection after the award announcement, except to the extent that an Offeror designates trade secrets or other proprietary information to be confidential. Offeror should give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the non-confidential portion of the bid. It is not enough to preface the entire response with a confidential or proprietary statement.

An Offeror's designation of material as confidential is not necessarily conclusive, and Offeror agrees to provide justification why it deems any material, completely or in part, to be confidential, proprietary information or trade secrets and justification to deny disclosure pursuant to the Maryland Public Information Act. Upon request for this

information from a third party, Carroll, in its sole and absolute discretion, will make the ultimate determination about the confidential nature of information.

7.15 Modifications

Carroll may require changes to any purchase order resulting from this solicitation – including, but not limited to, changes in drawings, designs, specifications, method of inspection, method of packing, order periods, rate or method of shipment, and place of delivery – by advising Offeror in writing. Adjustment to the order’s cost resulting from a change order shall be in writing and binding upon Carroll and Offeror. No change order or price adjustment shall be binding on Carroll unless in writing signed by Carroll’s authorized representative.

7.16 No Partnership

Nothing contained in this RFP or any resulting contract in any manner creates any relationship between the Offeror and Carroll other than expressly specified herein. Carroll does not consider itself a partner or co-venturer with an Offeror for any purpose because of this RFP and resulting contract.

7.17 Non-Hiring of Employees

No employee of Carroll, the State of Maryland, department, commission, agency, or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of the Agreement and while an employee, become or be an employee of the Offeror or any entity that is a subcontractor on the Agreement.

7.18 Patent Infringements

Offeror guarantees that the sale and/or use of the designs, items, goods, and deliverables offered under this RFP will not infringe upon any U.S. or foreign copyright or patent. Offeror will at their own expense, indemnify, protect, and hold harmless Carroll, its trustees, employees, agents, and students with respect to any claim, action, cost or judgment for copyright/patent infringement, arising out of the purchase and/or use of these designs, items, goods, and deliverables.

7.19 Payment Terms and Schedule

Finalization of precise payment date(s) occurs during contract negotiations. Carroll will exclusively pay the primary Offeror for all work performed because of this RFP. The primary Offeror is obligated to compensate all consultants and subcontractors appropriately, if applicable.

No payments are made to the successful Offeror until the documents have been received, approved, and the service completed and accepted by Carroll as responsive to all of Carroll’s requirements.

Title 15, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland governs payment.

Payment terms are Net 30 from receipt of invoice unless otherwise stated. Carroll does not give consideration for discounts for prompt payment during the evaluation of the bid; however, any offered discounts will form a part of the award and be taken with payment within the discount period indicated in the bid response.

The Offeror will provide an original invoice for services provided. Invoices shall reflect the price structure spelled out by this bid. **Direct invoices to the following address:**

- Carroll Community College, Accounts Payable, 1601 Washington Road, Westminster, MD 21157.

Contracted services cancelled by Carroll with more than 48-hour notice are not paid. If less than 48-hour notice is given, the Offeror may not bill for the cost of the work to be performed. However, they may still bill for all reasonable and verifiable services rendered and costs associated with the Agreement that the Offeror has incurred prior to cancellation. Exceptions to this are closures due to weather or acts of nature (tornadoes, earthquakes, floods, etc.), pandemics, or acts of terrorism that require Carroll be closed for the safety of students and personnel.

7.20 Procurement Regulations

This Request for Proposal and any resulting Purchase Order or formal contract shall be governed by the applicable provisions of the Education Article and the State Finance and Procurement Article of the Annotated Code of Maryland and the Code of Maryland Regulations (COMAR).

7.21 Record Retention

If awarded a contract, Offeror shall maintain books and records relating to the subject matter of the Agreement, including but not limited to all charges to Carroll, for a period of three (3) years from the date of final payment under the Agreement.

7.22 Remedies

The remedies reserved to Carroll Community College in this solicitation and any resulting contract are in addition to any other remedies available under law. Carroll's failure to enforce any provision of this solicitation shall not constitute a waiver. Carroll's explicit waiver of any breach of this solicitation and any resulting contract shall not constitute a waiver of future breaches.

7.23 Responsibilities of the Awarded Offeror

All documents and contract administration provided by the successful Offeror must satisfy Carroll's requirements as outlined in the solicitation. The selected Offeror shall be responsible for all products/services required by this solicitation.

The successful Offeror shall deliver all the required submittals within ten (10) days of the Notice to Award and commence work according to the approved schedule unless otherwise ordered in writing by Carroll. Failure of the selected Offeror to accept these obligations in an Agreement, purchase order or similar authorized acquisition document may result in cancellation of the award and the removal of the Offeror from future solicitations. Under these conditions, Carroll reserves the right to enter negotiations with the next ranking Offeror on the same terms and conditions as set forth in the solicitation.

The Offeror shall be an independent party and not an employee of Carroll and shall be responsible for the reporting and remittance of all state and federal taxes.

7.24 Smoke and Tobacco-Free

Carroll Community College is a smoke and tobacco-free environment. Smoking, vaping, and/or tobacco use is prohibited in college-owned or leased buildings and off-campus sites operated by Carroll; all College property including parking lots, athletic fields, and the amphitheater; and College-owned vehicles. Tobacco and smoking products restricted from use include, but are not limited to, cigarettes, cigars, pipes, bidi, clove cigarettes, dip, chew, snuff, snus, and electronic cigarettes. This use prohibition extends to Offerors, employees, students, agents, subcontractors, and Offerors.

7.25 Substitutions

In certain solicitations the use of patent or proprietary names or the names of manufacturers shall be used for the purpose of facilitating a description and shall be followed by the words "or equal" unless the solicitation specifically requires no substitutions. For materials/products/equipment which are substantially equal to that indicated or specifically provided, however, samples and/or full description covering the substitute product must be furnished. All samples or descriptive material must be clearly marked indicating the substitution.

7.26 Taxes

Carroll is exempt from federal and state taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

7.27 Termination without Cause

Pursuant to Md. Ann. Code, State Fin. & Proc. §13-218, if a determination is made that it is necessary and in the best interest of Carroll to terminate the performance of work under the Agreement, in part or in whole, with no

reflection on the performance of the Offeror, Carroll will provide written notice thereof to the Offeror at least sixty (60) days prior to the intended date of termination. Carroll will be responsible for all reasonable, allowable, and allocable costs associated with the Agreement up to the date of termination and any reasonable, allowable, and allocable costs associated with termination of the agreement. Carroll will not seek reimbursement for unused portions of prepaid terms, subscriptions, and or services. The Offeror shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

7.28 Termination with Cause

Carroll, at its own discretion, by written notice of default to the Offeror, may terminate the whole or any part of the Agreement for any one of the following circumstances:

- a. If the Offeror fails to perform within the agreed timeframe or any approved extension thereof; or
- b. If the Offeror fails to satisfactorily perform any of the provisions of the Agreement or fails to make progress to endanger performance of the Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of 15 days after receipt of notice from the Procurement Manager specifying such failure.

In the event Carroll terminates the Agreement in whole or in part, Carroll may procure substitute performance upon terms and in whatever manner it deems appropriate; and the Offeror shall be liable to Carroll for any excess costs for substitute performance; provided that the Offeror shall continue the performance of the Agreement to the extent not terminated under the provisions of this clause.

If the Agreement is terminated for default, Carroll may require the Offeror to transfer title and deliver to Carroll, in the manner, at the times, and to the extent, if any, directed by the Procurement Manager, (i) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would have been required to be furnished to Carroll; and the Offeror shall, upon direction of the Procurement Manager, protect and preserve property in the possession of the Offeror in which Carroll has an interest. Payment for completed supplies delivered to and accepted by Carroll shall be at the contract price. Payment for manufacturing materials delivered to and accepted by Carroll and for the protection and preservation of property shall be in an amount agreed upon by the Offeror and Procurement Manager. Carroll may withhold from amounts otherwise due the Offeror hereunder such sum as the Procurement Manager determines to be necessary to protect Carroll against loss because of outstanding liens or claims of former lien holders.

END OF SECTION

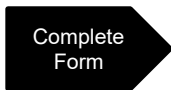
8 REQUIRED DOCUMENTS

The documents contained in the following section must be completed, signed, and returned as part of the Proposal. Failure to submit any of the required documents may result in a proposal being deemed non-responsive and subject to rejection.

Courtesy Checklist of Required Documents to be considered for award
 (This checklist does not need to be returned with the proposal)

| Technical Proposal Response Contents | |
|--|--|
| TECHNICAL Proposal Content (Section 4.1) | |
| Offeror Information Form (Section 8.1) | |
| Addendum Acknowledgement (Section 8.2) | |
| Affidavit of Conditions and Certifications (Section 8.3) | |
| Declaration of Understanding/Statement of Authority (Section 8.4) | |
| Reference/Client List (Section 8.5) | |
| Questionnaire (Section 9.1) Attachment A, page 36 & 37 | |
| Financial Proposal Response Contents | |
| FINANCIAL Proposal Form (Section 9.2) Attachment B, page 38 | |
| MUST BE IN A SEPARATE FILE AND NOT INCLUDED WITH THE TECHNICAL | |

8.1 Offeror Information Form



Company Name _____

Parent Company _____
If above is a subsidiary

Business Address _____

Federal Tax ID # _____

Website _____

Phone # _____

Contact Name and Title _____
Required

Contact E-Mail _____
Required

Contact Phone # _____
Required

E-mail for submission of **Purchase Orders** _____
Required

Payment Remittance Address

Same as above _____

Requesting ACH Electronic Remittance _____
To facilitate ACH Payments, please provide a name and email address of the person able to receive the link from the Bank to set-up the account.

8.2 Addendum Acknowledgments

Carroll Community College will send Addenda to the Offeror each time to communicate additional, pertinent information. It is Offeror’s responsibility to immediately contact the Procurement Office to advise of any changes to Offeror’s contact information. **The Offeror acknowledges receipt of the following addenda and has made every effort to incorporate the requirements of such addenda into their response to this solicitation.**

List all addenda issued for this solicitation:

| | |
|-----|------|
| No. | Date |
| No. | Date |
| No. | Date |
| No. | Date |



Signature of Authorized Representative Title of Authorized Representative

Print Name of Authorized Representative Date

8.3 Affidavit of Conditions and Certifications

As an authorized representative of the Offeror, I hereby certify that the following statements are accurate and true.

Initials Required

Initial Each Section

| | |
|---|--|
| <p>I understand that I shall be required to maintain the insurance coverage set forth therein, while any contract resulting from this RFP is in force (and if claims-made coverage, for a period of three years following completion of the contract) and provide documentation of such insurance in a form satisfactory to Carroll Community College. The specific insurance requirements are set forth in Section 7.7.</p> | <p>Initial to affirm statement as true</p> |
| <p>A. Indemnification Clause</p> <ol style="list-style-type: none"> The Offeror agrees to indemnify, defend, and hold harmless Carroll County, the State of Maryland, Carroll Community College, The Carroll Community College Foundation, Inc., all trustees, officials, officers, employees and agents from and against all suits, claims, actions, or judgments including attorney’s fees and costs, losses or damages which may arise in connection with the Offeror’s operations, or its subcontractors’, during any performance under the Agreement, excepting only any damage or loss caused by Carroll Community College’s sole negligence. The Offeror further agrees to indemnify, defend, and hold harmless Carroll County, the State of Maryland, Carroll Community College, and The Carroll Community College Foundation, Inc. against all claims, losses and damages due to property damage, injuries, or death caused by the Offeror’s vehicles on and immediately adjacent to Carroll’s premises. | <p>Initial to affirm statement as true</p> |
| <p>B. Ethics Statement</p> <p>In compliance with the Public Ethics Law, contained in the Maryland Annotated Code, General Provisions Article, Title 5, no employee of or representative for our company assisted Carroll in the drafting of specifications, Invitation for Bid or a Request for Bid for this procurement. Furthermore, no employee of or representative for our company assists or represents another person, directly or indirectly, who is submitting a bid or bids for this procurement.</p> | <p>Initial to affirm statement as true</p> |
| <p>C. Collusion</p> <ol style="list-style-type: none"> The prices in this response to the RFP have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Offeror intending to respond or with any competitor. Unless otherwise required by law, the prices that have been quoted in the bid have not knowingly been disclosed by the Offeror, and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror intending to respond or to any competitor; and No attempt has nor will be made by the Offeror to induce any other person, partnership, or corporation to submit or not to submit a response for restricting competition. | <p>Initial to affirm statement as true</p> |
| <p>D. State of Maryland Commercial Nondiscrimination</p> <p>The Offeror affirms that, as a condition of entering into an Agreement, it will comply with the Maryland Commercial Non-Discrimination Policy, Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Offeror may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, Offerors, suppliers, or commercial customers, nor shall the Offeror retaliate against any person for reporting instances of such discrimination. The Offeror shall provide equal opportunity for subcontractors, Offerors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Offeror understands that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, disqualification of Offeror from participating in state contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.</p> <p>The Offeror affirms that as a condition of entering into an Agreement, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against Offeror under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Offeror agrees to provide, within 60 days after the request, a complete list of the names of all subcontractors, Offerors, and suppliers that Offeror has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Offeror on each subcontract or supply contract. Offeror further agrees to cooperate in any investigation conducted by the State pursuant to the Maryland Commercial Non-Discrimination Policy and to provide any documents relevant to any investigation that are requested by the State. Offeror understands that violation of this clause is a material breach of the agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.</p> | <p>Initial to affirm statement as true</p> |

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| <p>E. <u>Supplier Diversity Information</u></p> <p>It is the policy of Carroll Community College to encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Minority businesses include non-profit entities organized to promote the interest of handicapped persons and Offerors that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include those who are Black, Latin, Hispanic, First People, Alaska native, Asian, Pacific Islander, women, and the mentally or physically challenged.</p> <p> <input type="checkbox"/> Woman Owned <input type="checkbox"/> Mentally or Physically Challenged <input type="checkbox"/> Veteran <input type="checkbox"/> Latin or Hispanic <input type="checkbox"/> First People <input type="checkbox"/> Other <input type="checkbox"/> Black <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> None of the Above </p> <p>MBE Certification No. _____ Certifying Agency _____</p> | <hr style="border: 1px solid black;"/> Initial if Minority owned business Otherwise, leave blank |
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| <p>F. <u>Certification Regarding Minority Business Enterprises</u></p> <p>The Offeror has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, an Offeror may not identify a certified minority business enterprise in a bid and</p> <ol style="list-style-type: none"> 1. Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid. 2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid. 3. Fail to use the certified minority business enterprise in the performance of the contract; or 4. Pay the certified minority business enterprise solely for the use of its name in the bid. <p>Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for Carroll to reject the bid submitted by the bidder on this project and terminate any contract awarded based on the bid.</p> | <hr style="border: 1px solid black;"/> Initial if Minority owned business Otherwise, leave blank |
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| <p>G. <u>Certification Regarding Veteran-Owned Small Business Enterprises.</u></p> <p>The Offeror has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not</p> <ol style="list-style-type: none"> 1. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain, public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title. 2. Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise to obtain or retain a bid preference or a procurement contract. 3. Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, regardless of if that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document. 4. Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document. 5. Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or 6. Establish, knowingly aid in the establishment of, or exercise control over, a business found to have violated a provision of §B-2(1)– (5) of this regulation. | <hr style="border: 1px solid black;"/> Initial if Veteran owned business Otherwise, leave blank |
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| <p>H. <u>Contingent Fees</u></p> <p>The Offeror has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract. The Offeror has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee, or any other consideration contingent on the making of the contract.</p> | <hr style="border: 1px solid black;"/> Initial to affirm statement as true |
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| <p>I. <u>Conflict of Interest Statement</u></p> <p>The Offeror warrants that, except as disclosed in item 2, below, there are no relevant facts or circumstances now giving rise or which in the future could give rise to a conflict of interest.</p> <ol style="list-style-type: none"> 1. By definition, 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 Carroll, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Person has the meaning stated in COMAR 21.01.02.01B (64). This includes an Offeror, bidder, Offeror, firm, consultant, or subcontractor or sub consultant at any tier, and includes an employee or manager of any of them if the employee or manager 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. 2. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail – attach additional sheets if necessary): _____ _____ | <hr style="border: 1px solid black;"/> Initial to affirm statement as true |
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| <p>The Offeror or bidder, Offeror, or firm agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror or bidder, Offeror, or firm shall immediately make a full disclosure, in writing, to the Procurement Manager of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror or bidder, Offeror, or firm 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 Offeror or bidder, Offeror, or firm shall continue performance until notified by the Procurement Manager of any contrary action to be taken.</p> | |
| <p>J. Financial Disclosure Affirmation The Offeror will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland. This requires 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 Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.</p> | <p>Initial to affirm statement as true</p> |
| <p>K. Bribery Convictions The Offeror business (as is defined in Md. Ann. Code, State Fin. & Proc. §16-101(b)), nor any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Md. Ann. Code, Criminal Proc. §6-220, or has pleaded <i>nolo contendere</i> 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:</p> <p>a. Indicate the reasons why the certification 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.</p> <p>b. _____</p> | <p>Initial to affirm statement as true</p> |
| <p>L. Political Contribution Disclosure Affirmation The Offeror will comply with Md. Ann. Code, Election Law §§14-101—14-109. This article 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 Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.</p> | <p>Initial to affirm statement as true</p> |
| <p>M. Environmental Claims Any claims of environmental attributes made relating to a product or service included in the bid are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260. This applies to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.</p> | <p>Initial to affirm statement as true</p> |
| <p>N. Other Convictions The Offeror, nor any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has</p> <p>(1) Been convicted under state or federal statute of</p> <p>(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or</p> <p>(b) Fraud, embezzlement, theft, forgery, falsification, or destruction of records or receiving stolen property.</p> <p>(2) Been convicted of any criminal violation of a state or federal antitrust statute.</p> <p>(3) Been convicted under the provisions 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 in connection with the submission of bids or bids for a public or private contract.</p> <p>(4) Been convicted of a violation of the Maryland Minority Business Enterprise Law, Md. Ann. Code, State Fin. & Proc. §14-308.</p> <p>(5) Been convicted of a violation of Md. Ann. Code, State Fin. & Proc. §11-205.1 (False or fraudulent statements prohibited).</p> <p>(6) 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 subsections (1)– (5) above.</p> <p>(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of a bid or bids for a public or private contract.</p> <p>(8) Been found in a final adjudicated decision to have violated the Maryland Commercial Non-Discrimination Policy, Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, regarding a public or private contract; or</p> <p>(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:</p> <p>(a) §7201, Attempt to Evade or Defeat Tax.</p> <p>(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax.</p> <p>(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information.</p> <p>(d) §7206, Fraud and False Statements; or</p> <p>(e) §7207, Fraudulent Returns, Statements, or Other Documents.</p> <p>(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims; 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims; or 18 U.S.C. §371, Conspiracy to Defraud the United States.</p> <p>(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10 of the Annotated Code of Maryland.</p> | <p>Initial to affirm statement as true</p> |

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| <p>(12) Been found to have willfully or knowingly violated the State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2 of the Annotated Code of Maryland, if (a) A court made the finding, and the decision became final; or (b) The finding was made in a contested case under the Maryland Administrative Procedure Act and was not overturned on judicial review.</p> <p>(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18 of the Annotated Code of Maryland, if (a) A court made the finding; and the decision became final; or (b) The finding was made in a contested case under the Maryland Administrative Procedure Act and was not overturned on judicial review.</p> <p>(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5 of the Annotated Code of Maryland, if (a) A court made the finding, and the decision became final; or (b) The finding was made in a contested case under the Maryland Administrative Procedure Act and was not overturned on judicial review.</p> <p>(15) 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 in Sections E and L and subsections O(1)—(14) 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): _____.</p> | |
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| <p>O. Debarment</p> <p>The Offeror understands that a contract award (see 2 CFR 180.220) will not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>The representative of the Offeror declares that it, nor any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension): _____.</p> | <p>Initial to affirm statement as true</p> |
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| <p>P. Debarment of Related Entities</p> <ol style="list-style-type: none"> 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 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): _____. | <p>Initial to affirm statement as true</p> |
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| <p>Q. Sub-Contract Affirmation</p> <p>The Offeror has not knowingly entered into a contract with a public body under which a person was debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland. This includes any Offeror or individual who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.</p> | <p>Initial to affirm statement as true</p> |
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| <p>Acknowledgement</p> <p><i>I hereby certify and agree that I fully understand and acknowledge the following statements.</i></p> <p>This Affidavit is to be furnished to the procurement officer and may be distributed to units of</p> <ol style="list-style-type: none"> The State of Maryland. Counties or other subdivisions of the State of Maryland. Other states; and The federal government. <p>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</p> | <p>Initial to affirm statement as true</p> |
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| exercise of any statutory right or remedy conferred by the Constitution or the laws of the State 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 3. Other Affidavits comprising part of the bid or the resulting contract. | |
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I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT I HAVE PERSONAL KNOWLEDGE OF THE FACTS SET FORTH HEREIN AND LEGAL AUTHORITY TO MAKE THIS AFFIDAVIT ON BEHALF OF MYSELF AND THE OFFEROR I REPRESENT AND THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

**Signature
Required**

Signature of Authorized Representative of Responding Offeror

Print Name

Title of Authorized Representative of Responding Offeror

Date

END OF SECTION

8.4 Declaration of Understanding/Statement of Authority

To: Carroll Community College

The undersigned, a legal representative of _____, having examined the document prepared by Carroll Community College (Carroll), do hereby offer the following proposal response in accordance with this RFP for Project No. CFY231022-01 FINANCIAL AUDIT SERVICES, including all addenda issued prior to the designated due date.

- A. By submitting a response, the undersigned hereby agrees that, from its review of the solicitation, addenda, and attachments, the Offeror fully understands the requirements and intent of the RFP and therefore claims for additional compensation and/or extensions of time because of the Offeror's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.
- B. If written notice of acceptance of this proposal is mailed or delivered to the undersigned within the time noted above, after the date of the receipt of proposals, the undersigned agrees that he will execute and deliver a contract in the form prescribed by Carroll, in accordance with the solicitation response as accepted.
- C. The undersigned agrees, if awarded the contract, to perform the work within the dates indicated herein.
- D. It is understood that the proposed price will be offered for a period of ninety (90) calendar days from the deadline for receipt of responses and that, if the undersigned is notified of acceptance of this proposal within this time, the Offeror shall execute a contract for the above stated compensation. Failure to provide all information properly and completely may be a cause for rejection of the offer.
- E. By submitting this response, said Offeror agrees to be bound by Carroll's General Terms and Conditions, and comply with all insurance mandates.
- F. The undersigned also hereby agrees that they are an authorized representative of the Offeror with legally binding authority.

By signing below, your Offeror agrees to provide the services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations, and terms and conditions specified. Your Offeror also agrees that it has read and agrees to Carroll Community College's terms, conditions, stipulations, specifications, and exceptions approved or authorized by Carroll Community College and will adhere to said terms and conditions in any contract resulting.

**Signature
Required**

Signature of Authorized Representative of Responding Offeror

Print Name

Title of Authorized Representative of Responding Offeror

Date

END OF SECTION

8.5 Client Reference List

To provide evidence of high-quality service to similar entities, list three current or recent clients for contact. Any references from institutions of higher education will receive higher preference.

Reference 1

Company Name

City & State

Type of Institution

Contact Name & Title

Telephone

E-mail

Project Scope

of Services and Dates

Reference 2

Company Name

City & State

Type of Institution

Contact Name & Title

Telephone

E-mail

Project Scope

of Services and Dates

Reference 3

Company Name

City & State

Type of Institution

Contact Name & Title

Telephone

E-mail

Project Scope

of Services and Dates

Print Name

References submitted by: _____

Name of Representative

END OF SECTION

9 ATTACHMENTS

The following informational pages are included to assist with the formation of the response.

9.1 Attachment A - Questionnaire

9.2 Attachment B - Financial Proposal Form

9.1 Attachment A - Questionnaire

1. Does your firm have a secure portal which will allow college staff to upload schedules and backup to support those schedules? Provide details.

2. Are you able to perform and conduct the audit remotely or will you need to come onsite? If so, how much time would be needed onsite?

3. Do you have a SOC-2 report or a comparable report attesting that your organization has been proactive in protecting its data and that of your clients?

4. Have you ever conducted an audit for a college in the State of Maryland? If so, are you familiar with the reporting requirements set forth by the Maryland Higher Education Commission and its deadlines?

5. Does your firm have a Higher Education division? If so, do you train your employees on a regular basis to keep them abreast of the latest changes in Higher Education?

6. The College is governed by GASB when producing its financial statements, whereas the Foundation is FASB. Will your firm have any trouble producing financial statement for both the College and Foundation and afterwards place the Foundation, component unit, into the College financial statements?

7. Describe the knowledge and experiences of the staff assigned to the audit regarding implementation of the latest GASB 87 and 96 pronouncements that would impact the preparation of Carroll's financial statements.?

8. Describe the knowledge and experiences of the staff assigned to the audit regarding the preparation of a Foundation's Form 990 Tax Return and the Maryland Personal Property Tax Return.

9. Describe the firm's knowledge and experience in Federal financial aid, grants, and contracts, and A-133 audits.

10. When conducting an audit, does your company use audit and statistical software? If so, how does/would your company use that data generated by the audit software to efficiently prepare and perform its testing for the College and Foundation audits and the College single audit?

11. Do you ever access your client's systems directly, and would you be willing to have employees complete security and other training required by Carroll?

12. Please provide a general timeline from preliminary through financial statements, and what is your approximate deadline for draft financial statements for the review to be completed by 10/1?

13. Identify the partners, managers, and senior auditors who would be responsible for the audit, providing resumes and state CPA licenses for each if applicable. Specify the amount of time each assigned staff member, including the partner and manager, will spend at the client's place of business versus the firm's office during the engagement. Explain the firm's policy on staff rotation and preparation for turnover of staff assigned to the College audit during the contract term.

14. Identify the office that would be assigned to the audit, providing the size of staff (by staff level and field) and the number of clients currently handled by those staff members. Provide a copy of the firm's state license to practice. Please provide the level of education and experience of the employees who will be doing the fieldwork.

15. Describe what your firm considers to be "normal audit services."

16. Describe your firm's understanding of higher education concerns and your ability to address them.

17. Describe the firm's approach to assessing control risk in higher education.

18. Are there any significant changes expected in your firm's client base or company operations that would affect your firm's ability to provide services to Carroll?

END OF SECTION

9.2 Attachment B - Financial Proposal Form

| <i>Maximum Fee for:</i> | Fiscal 2023 | Fiscal 2024 | Fiscal 2025 | Fiscal 2026 | Fiscal 2027 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Financial Statements, Schedules, and Management Letter to the Board of Trustees for Carroll Community College | | | | | |
| Single Audit for the College | | | | | |
| Annual Financial Report to Maryland Higher Education Commission (MHEC CC-4) | | | | | |
| Other cost (if applicable) | | | | | |
| Subtotal for the College | | | | | |
| Annual Financial Statements for the Carroll Community College Foundation | | | | | |
| IRS Form 990 and Maryland Personal Property Tax Return | | | | | |
| Other cost (if applicable) | | | | | |
| Subtotal for the Foundation | | | | | |
| Combined Total | | | | | |

Please indicate:

Estimated number of days on campus to conduct yearly audit: _____ Anticipated number of total hours (hours both on and off campus) to complete yearly audit: _____

Note to proposer:

Submitted price must be inclusive of all costs associated with the requirements listed herein. No additional compensation is provided if you exceed the anticipated time listed above. Additionally, the firm proposes the rates for additional professional services for these five (5) fiscal years as attached to this Price Proposal.

**Signature
Required**

 Signature of Authorized Representative of Responding Offeror

 Print Name

10 PRE-PROPOSAL CONFERENCE RESPONSE FORM

CFY231022-01

FINANCIAL AUDIT SERVICES

A Pre-Proposal conference will be held on Thursday, November 17, 2022, via Microsoft Teams.

Please return this form by EOB on Tuesday, November 15, 2022, advising whether your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Chuck Bednar, Coordinator of Procurement
cbednar@carrollcc.edu

Please indicate:

| <input type="checkbox"/> Yes, the following individuals will be in attendance | | |
|---|------|-------|
| FOR VIRTUAL CONFERENCES, THE NAME AND EMAIL OF EACH INTENDED ATTENDEE MUST BE PROVIDED | | |
| | Name | Email |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| <input type="checkbox"/> No, we will not be in attendance. | | |

Please specify whether any reasonable accommodations are requested:



Signature of Authorized Representative of Responding Offeror

Print Name

Title of Authorized Representative of Responding Offeror

Date

11 NO RESPONSE FORM

If your firm’s response is a “non-submittal,” Carroll Community College is interested in the reason for such response, as we want to ensure the procurement process is fair, non-restrictive, and attracts maximum participation from interested companies. We, therefore, appreciate your responses to this no-submittal response form.

Please indicate the reason(s) as to why your company does not wish to submit a bid in response to the above-mentioned Request for Proposal.

| | |
|--|--------------------------|
| Unable to meet the requirements for this solicitation. | <input type="checkbox"/> |
| Unable to provide the goods or services specified in this solicitation | <input type="checkbox"/> |
| Unable to meet time frame established for start and or completion of project | <input type="checkbox"/> |
| Received too late to submit proposal. Received on: | <input type="checkbox"/> |
| Please remove our firm’s name from receiving similar type solicitations. | <input type="checkbox"/> |
| Other (Please explain) | <input type="checkbox"/> |

 COMPANY NAME

 PRINTED NAME

 TITLE

 SIGNATURE

 ADDRESS

 DATE

Your Response is reviewed and placed in the solicitation file. Your input will assist us in determining changes necessary to increase participation in the solicitation process.

Please return to Chuck Bednar: cbednar@carrollcc.edu