



**CHESAPEAKE COLLEGE**  
**1000 CAMPUS DRIVE**  
**WYE MILLS, 21679**

**REQUEST FOR PROPOSALS**  
**Consulting Services for Facilities Master Plan**

RFP proposals are due on or before November 22, 2024 2:00 PM EST

IMPORTANT: Your response may be considered Not Responsive and/or Non-Responsive if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

Karen Smith  
Vice President for Administrative Services

OCTOBER 21, 2024

To All Interested Firms:

Chesapeake College invites proposals from qualified professional architectural/engineering/planning firms to provide comprehensive consulting services for the facilities master plan. Proposals will be accepted via email on or before November 22, 2024 at 1:00 PM EST. Proposals must be emailed to [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu). Late submittals will not be considered. It is the responsibility of each firm to ensure that their submittal is received on or before the scheduled bid proposal due date and time.

Copies of the Request for Proposal (RFP) may be obtained from the Chesapeake College Procurement webpage at: <https://www.chesapeake.edu/about/procurement>

Schedule

Pre Bid meeting	1:00 p.m. October 31, 2024
Questions Due	1:00 p.m. November 4, 2024
Proposals Due	2:00 p.m. November 22, 2024

Chesapeake College reserves the right to reject any and all proposals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of the contract is subject to the availability of funding for this project.

Sincerely,

Karen Smith  
Vice President for Administrative Services

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## **SCOPE OF SERVICES**

### **1.1 INTRODUCTION**

Chesapeake College requests qualification-based proposals for consulting services for a comprehensive facilities master plan that shall establish a framework for the orderly development of all capital improvements to support the role, mission, and educational plans of the College. The facilities master plan will document the institutional goals and objectives, facilities projections, and capital requirements for the College over the next ten years, and land use over the next twenty years. The consultant shall be responsible for providing the technical expertise, planning, and organizational skills necessary to prepare a comprehensive assessment and documentation of the needs of Chesapeake College. Cost proposals will be requested from selected firms after review of the qualification proposals and oral presentations.

### **1.2 SCOPE OF SERVICES**

The facilities master plan shall comply with the Maryland Higher Education Commission (MHEC) requirements for community college facilities master plans as specified in COMAR, Title 13B, Subtitle 07, Chapter 4, Regulation 02 and summarized herein Section 1.4 MHEC Facilities Master Plan Requirements. The period of time covered by the facilities master plan is ten (10) years, with a twenty (20) year land use plan to be prepared for the campus. Much of the enrollment and demographic information required by MHEC may already exist and will be provided by the College. The consultant shall be responsible for verifying the accuracy of any information obtained from college representatives and report any discrepancies. Furthermore, this information shall be updated and shall become a part of the 10-year Facilities Master Plan.

In addition to addressing the MHEC facilities master plan requirements, the College's facilities master plan shall additionally address the following:

#### **A. Tenets of Master Planning**

1. To serve as a pragmatic guide for the near- and long-term development of the institution, as well as providing inspiration to encourage that development.
2. To provide criteria for evaluating potential projects and making decisions regarding their development.
3. To provide a framework within which the conceptual goals of the institution can be realized in built form.
4. To establish a clear identity and symbolic focal point for the institution as an emblem of the community's commitment to higher education.
5. To clearly guide the development of the campus while remaining open to change, reinterpretation, revision, and extension as the needs of the institution and its community evolve.

#### **B. Goals and Objectives**

1. The campus should have a symbolic and functional entry.

2. The campus should have a focal point.
3. The campus should have a meaningful sequence of arrival for employees, students, and visitors.
4. The campus should have a strong identity created by building materials, dimensions, uses, locations, and roof forms established in the facilities master plan.
5. The campus image should relate to the Eastern Shore tradition.
6. The campus image should be traditional.
7. While vehicular circulation and parking are critical aspects of the plan, the core campus should be a walking environment. Parking should be well landscaped. Pedestrian-vehicular conflicts should be minimized and, where possible, eliminated.
8. The building interiors should have a high degree of flexibility.

C. Pre-Planning Elements

1. Adequacy of site and capacity for near-term and long-term development:
  - a. Chesapeake College is situated on a 170-acre site at the corner of Route 50 and Route 213 in Wye Mills, Maryland. Twelve of the buildings are located in Wye Mills site, and one is located at 416-418 Race St. Cambridge, MD 21613. Making a total of 13 buildings. Within the next five years (near-term), the college's plan is to have one additional building added to this site. The consultant shall take into consideration any existing conditions in determining the feasibility of construction, of not only this building, but also additional facilities and related infrastructure.
2. Environmental impacts:
  - a. Level two energy use assessment is being completed by RIFE International Corporation.
3. Other engineering/statutory obstacles to development
  - a. The consultant shall take into consideration and conform to the Planning and Zoning requirements as it relates to Queen Anne's County regarding site development plans. This facilities master plan will be used by the College as a working document. Thus, any feasibility issues in regards to, but not limited to future building locations and infrastructure improvements that are discovered, shall be brought to the attention of the facilities master plan steering committee during the master planning process.

D. Site Planning Elements

1. Intra-campus vehicular and pedestrian circulation
  - a. The majority of students, faculty, and staff use two means of transportation – personal vehicle or public transportation. Commuters will usually park in the seven parking lots which consists of 1,189 spaces (including ESHEC). There are currently 1,213 parking spaces (24 by the Maintenance bldg.). Although parking is mainly

located on the periphery of the campus, pedestrian flow and vehicular flow do interface. With the expectation of the student population increasing with the addition of new facilities, roadways, and parking structures, the necessity to address circulatory (vehicular and pedestrian) flow will be essential.

2. Ingress/Egress – Define main entrance and exits
  - a. The college’s main entrance is off of Route 213. It should be noted that there are geothermal HVAC systems at different parts of the college. One of the areas is the open field by the main entrance and parking Lot A, the 240 vertical wells (are located about 350 feet deep).

A college digital sign is located at the corner of Route 50 and Route 213.

- b. There are two additional entrances to the college from Route 662. One of those entrances goes to the Eastern Shore Higher Education Center (HEC) and CDL Parking Lot, and the other entrance is located by the Manufacturing Training Center (MTC). The potential growth, future QA Tech project to be located next to the HEC includes a new two-way road to the new bldg., this road will be from Route 662 directly to the new bldg. The consultant shall study vehicular traffic patterns and determine how to get the most sensible use from existing roadways. Emergency evacuation of the college should be taken into account as well.

#### E. Facilities Planning Elements

1. Locations for future buildings and parking:
  - a. The College has submitted several iterations of the facilities master plan to MHEC which shows future buildings and parking. While these could be situated appropriately, the locations and arrangements should be revisited. A bigger emphasis shall be placed on the size (SF), programming, and location of a building that is slated for design in 2026 with construction beginning in 2027. The consultant shall gather information in this regard from the College’s facilities master plan steering committee and shall be responsible for formulating a potential layout of the new building.
2. Actual assessment and square footage of the existing buildings, classrooms/labs, and office spaces:
  - a. The College has a record of the square footage of the individual classrooms/labs and office spaces. The consultant shall verify that the sizes are accurate per the College’s records and provide updates to any discrepancies.

#### F. Utilities Planning Elements

1. Storm water management
  - a. Storm water runoff is collected by a storm drainage system that distributes the runoff to storm water management collection areas. The consultant shall determine if the existing collection areas are sufficient for additional buildings and determine locations for additional collection points where required.
2. Domestic water and septic service

- a. Two on-site wells provide the potable water used by the college. The distribution system includes an 8-inch loop with a 12-inch connection to the 50,000-gallon elevated storage tank. This system needs to be evaluated as the new QA Tech project will be added to this system. Sufficient capacity to supply domestic water for future needs to be evaluated. The consultant shall show loops as additional quadrangles/facilities are added.
  - b. The Wye Mills campus is served by its own wastewater treatment plant, which discharges the treated wastewater into a tributary of the Wye Mills River. An 8-inch terracotta gravity collection system runs throughout the site, and a 4-inch force main directs the wastewater from the maintenance building to the treatment plant.
3. Electric and gas service
- a. Chesapeake College campus is served with a 25KV radial loop medium voltage distribution system, which is provided at the service entrance with two Delmarva Power feeders. The additional building load shall be reviewed (during the design process) to determine the electrical service required for this type of building and equipment. The new structure is to serve Skilled Trades environment.
  - b. A new transformer may be required.
  - c. An Emergency Generator is to be included for the new bldg.
  - d. Chesapeake College owns and operates all of the underground distribution cables as well as the pad-mount transformers. The new bldg. will be located in the southeast quadrant of the site. In all likelihood, power will be provided by Delmarva
4. Fiber optics –
- Chesapeake College currently uses two internet service providers—Atlantic Broadband and MDREN (Maryland Research and Education Network). All campus buildings are interconnected through a single mode, 1/10GbE redundant fiber optic network. Additional fiber segments will be necessary dependent on the design and location of future buildings.

G. Infrastructure

1. 6 of our buildings have Geothermal HVAC system. A chiller was replaced for LRC and the TPAC buildings.
2. The college has identified several pieces of the mechanical equipment that are reaching their end-of-service life. With the 10-year facilities master plan, the consultant shall suggest where the College’s priorities should be placed in this regard and assess additional infrastructure needs over the life of the plan.

**1.3 PROJECT DELIVERABLES**

- A. The following procedures and deliverables are expected of the Contractor:
1. Meet as necessary with College administration during the course of this project and to prepare an approach to the master planning process to be used that should include campus briefings; identification and confirmation of goals and objectives; preparation of appropriate meeting minutes, evaluations, syntheses, and reviews; preparation of draft plans and alternates; completion of final revisions; and preparation of final documentation.
  2. Support College officials in presentation of draft and final plans to Board of Trustees. **Final document to be submitted to the College on November 1<sup>st</sup>, 2025.**

3. Produce the following reports, orally and digitally, prior to the completion of the final document:
  - a. Progress Report I – A general critique of the site, College growth and program projections, and access and traffic patterns (1 electronic copy)
  - b. Progress Report II – Comprehensive draft of the facilities master plan for initial College review and comment (1 electronic copy)
  - c. Progress Report III – Comprehensive draft of the facilities master plan for final College review and comment (1 electronic copy)
  - d. Final Report – Comprehensive final version of the facilities master plan (1 electronic copy, and a camera-ready copy for College reproduction).
  
- B. Each iteration of the comprehensive campus master plan shall contain the following elements:
  1. Executive summary.
  2. Planning assumptions, including limiting factors and relevant strategic initiatives by the College.
  3. Assessment and analysis of the College properties, adjoining land, and existing and future public infrastructure services.
  4. Proposed implementation strategy for near-term and long-term development.
  5. Plans with sufficient detail to permit the College to immediately transition to the next planning level. The next planning level, outside of this facilities master plan development contract, would include architectural and engineering drawings and specifications for construction of the near term projects.
  
- C. The consultant shall make a presentation to the College administration and the Board of Trustees of the draft and final facilities master plan.
- D. The documents and drawings prepared by the consultant as a part of this project are and shall remain the property of the College.

#### **1.4 MHEC FACILITIES MASTER PLAN REQUIREMENTS**

- A. Executive Summary: This section should contain a narrative highlighting any deficiencies or needs identified, and proposals to deal with them.
  
- B. Overview of the Institution: Provide a statement of the institution’s role and mission describing the most significant characteristics of the institution which impact upon the institution’s facilities requirements. Provide background data and describe each of the academic and special programs offered to meet strategic goals emphasizing those that affect capital needs. Indicate planned new programs with their status of implementation. Include an appraisal of current conditions and evaluate factors expected to influence future operations. This section must be consistent with the institution’s approved role and mission statement. The minimum requirements are:
  1. Provide a statement of the mission, vision, goals, objectives, and strategies of the institution and indicate how the plan will support these efforts.



2. Indicate the various institutional units, their interrelationships, and the programs and services each provides.
  3. Evaluate the performance of the institution. Discuss the degree to which the institution is meeting its responsibilities, any factors impeding progress, and the consequences of not resolving these problems.
  4. Indicate any factors expected to influence future programs such as social, economic, cultural, or other trends, or innovations in techniques, practices, treatments, facilities, and equipment.
  5. Discuss anticipated changes in policies, programs, or services of the institution and how these changes will affect facilities and people served.
- C. Institutional Background Data: Institutional background data for each facility should be provided. The level of detail should be meaningful enough that the information will firmly support any planning proposals made later in the plan.
1. Provide an overview of the institution. Supply a location map, site plan, and narrative on the following:
    - a. Historical and contemporary factors that have influenced development
    - b. Description of the physical characteristics of the institution
    - c. Existing site acreage and available acreage for future development
    - d. Circulation and parking
    - e. Adequacy of utilities
    - f. Consistency with adjacent land uses and conformity with master plans for the jurisdiction in which the institution is located
  2. Provide user data for the institution
    - a. Student Data. Indicate the overall size and composition of the student population. Include enrollment by level and division and other significant characteristics, such as part-time population. Explain any significant population trends. Provide student data in each of the five preceding years and the current year. Enrollment projections shall be for the life of the plan listed for each of the next five years, the 10<sup>th</sup> year, and as many five year increments thereafter as possible. Indicate the projection methodology utilized.
    - b. Employee Data. Indicate the number of full and part time faculty and staff supporting the implementation of the institution's role and mission. Employment projections shall be for the life of the plan listed for each of the next five years, the 10<sup>th</sup> year, and as many five year increments thereafter as possible. Indicate the projection methodology utilized.
  3. Assess and analyze existing facilities and acreage including facilities currently in use as well as those that are vacant. If available, supply reproductions of building floor plans. Provide a description, inventory and evaluation of all facilities and acreage including:
    - a. Name and location of each building
    - b. Size of each building in NASF and GSF
    - c. Capacity of each building when fully occupied

- d. Year of original construction and year of additions or renovations with descriptions for each building
  - e. Assessment of physical condition, environmental compliance, and functional adequacy of the infrastructure with independent verification for each building
  - f. Description of how each building is utilized by students and employees with indication of its continued usefulness
  - g. Assess the adequacy of existing land
  - h. Assess the capacity for future development
4. Describe the programs, services, or operations that are provided in the institution. Indicate if they are to be discontinued, remain unchanged, or expanded. Indicate if any new programs or services will be initiated. Describe the following items in terms of their impact on facilities:
- a. Indicate faculty/student ratios and class sizes
  - b. Discuss scheduling issues
  - c. Provide space guideline calculations to provide one estimate of space needed by type. (See Section 14 Attachments for guidelines and tables to complete the space guideline calculations.)
  - d. Describe the array of approved academic programs existing and projected during the life of the plan with the minimum and maximum participation rates
  - e. Discuss significant new initiatives planned which have facilities implications
  - f. Identify specific activities which need to be accommodated on the campus over at least the next 10 years
  - g. Examine pedestrian access and movement within buildings
  - h. Consider employee contract provisions that affect facility needs
  - i. Describe policies, goals, or philosophies that determine facility needs
  - j. Identify unique institutional characteristics
  - k. Compare and contrast facilities information from peer institutions as appropriate

D. Institutional Evaluation: An assessment and analysis of existing land and facilities, proposed new campuses or new site development, and evaluation of the requested background data of the institution must be made. The existence or development of any problems should be identified and the impact any such problems will have on facilities must be determined. The physical characteristics of the campus shall be described as well as the changes which are required to meet the objectives in the institution's stated role and mission.

1. Provide a site analysis. Comment on the adequacy of open space for development, the relationship of the institution to adjacent land uses, and the condition of parking, circulation, and utility systems. Specify any physical limitations that may impede the delivery of services.
2. Summarize the impact of user trends and the results of under or over utilization. Comment on the application of space guidelines, standards of capacity, or indicators of facility use.
3. Comment on the need for renovation, conversion, building modification, new construction, or demolition. Include building and fire codes, energy usage, and adaptability of buildings to new technological uses.

4. Indicate the suitability of facilities to accommodate present and future programs and services. Comment on accreditation standards or legal mandates that determine needs.
  5. Comment on any factors not otherwise covered that may affect the need for, or the financing of facilities; for example, the award of a federal grant which includes funds for capital costs.
- E. Facilities Master Plan Proposals: Based on the evaluation of the background data, identify facility needs for the institution for the next ten years. List temporary administrative changes that might reduce construction needs such as changes in program goals, students served, or space utilized. Describe the full range of options including new construction, renovation, conversions, sharing space, leasing space, or purchasing space on the open market.
1. List and evaluate alternatives for meeting needs. Include a comparison of the estimated impact each alternative will have on the institution's users, facilities and programs or services.
  2. Discuss the need for surge space that may be necessary during implementation of any master plan proposals and how and where this space will be provided.
  3. Provide estimated operating and capital costs for each alternative.
  4. Indicate the likelihood and time frame of any facilities being funded with non-State capital funds, such as federal funds, special funds, or private grants.
  5. Explain any plans to provide facilities by leasing, sale-leaseback, or purchase.
  6. Indicate the consistency of plan proposals to the State's Smart Growth policies.
- F. Recommendations
1. Based on evaluation of the master plan proposals, select those that best allow the institution to achieve the missions, goals and objectives of the institution. Present a 10-year facilities plan consisting of proposals to address each problem discussed. Indicate how these plan proposals should be prioritized and phased. Prioritize these proposals into short-term, mid-term, and long-term objectives. The proposals should be presented in phased priority order and be as specific as possible with respect to costs, locations, square feet of building space, types of programs and students served.
  2. Specific plans to meet identified needs may include:
    - 2.5 Land use, acquisitions, and divestiture plans.
    - 2.6 Building use
    - 2.7 Restoration of facilities to satisfactory physical condition including infrastructure.
    - 2.8 Need for renovations to meet programmatic standards, to provide more appropriate support for proposed uses, or to provide access for persons with disabilities.
    - 2.9 Vehicular and pedestrian circulation
    - 2.10 Utilities extensions and improvements.
    - 2.11 Long-range telecommunications plan needs which address the future requirements of the institution for voice, data, video, and radio.
    - 2.12 Now construction
    - 2.13 Site development plan.
    - 2.14 Approach for updating plan
  3. Describe an implementation strategy including:

- 3.5 Summary of individual projects – title, brief description, and projected cost in constant dollars
- 3.6 Recommended sequencing of projects including relative urgency of need and constraints which require that certain projects precede certain other projects.
- 3.7 Impact of implementation (and consequences of non-implementation) on educational programs, enrollments, and operating costs.

## **1.5 METHODOLOGY**

- A. The following written materials will be furnished to the Consultant upon award:
  1. Approved mission, vision, values and strategic goals.
  2. Inventory data for College buildings submitted to MHEC.
  3. Existing site and building plans as available.
  4. College facilities and site building planning studies as available.
  5. State manuals, regulations, policies and procedures as mandated by the Maryland Higher Education Commission, Maryland Department of Budget and Management, and the Maryland Department of General Services.
  6. Other materials pertinent to the scope of work as it relates to both the College's current and future situation.
  
- B. The following procedures are expected of the Consultant:
  1. Meet initially with the facilities master plan steering committee to clarify and confirm project goals, schedules, and long-range planning.
  2. Gather and analyze data based on meeting noted above. Meet again with the steering committee to propose the firm's plan for gathering, assessing, forecasting, and coordinating the total project effort with all components.
  3. Confer periodically with the facilities master plan steering committee to discuss master plan issues and the impact of alternate plans and approaches. Implement the College's components and the Consultant's components into one complete Facilities Master Plan document. Support College officials in presentation of the plan to the Board of Trustees. (Nov. 2025)
  4. The Facilities Master Plan shall be in conformance with MHEC capital budget guidelines and the terminology of the State capital budget guidelines shall be consistently applied.

## **1.6 SCHEDULE MILESTONES**

The proposed project schedule and estimated completion date shall be included in the firm's technical proposal.

## **SUBMITTAL FORMAT**

### **2.1 INTRODUCTION**

All proposals must be organized in accordance with the format listed below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of College officials.

### **2.2 ORGANIZATION OF PROPOSAL**

Proposals must be organized in the format of the sections listed below. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

### **2.3 TITLE PAGE**

The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, and the date of submission. The page should also state the RFP title.

### **2.4 OVERVIEW OF FIRM**

Provide a company overview, including size, revenue, services provided, and business outlook. How many years has the firm been in business? What type of business organization is the firm (corporation, partnership, individual, etc.)? Has the firm ever operated under any other name? If so, provide the name, address and years in existence of the prior firm. If the firm has multiple office locations, identify the office that would be assigned to the project. How many staff are in this office, by staff level and area of services, and what is the number of clients currently handled by this office? Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why. Has any officer or partner of the firm ever been an officer or partner of another organization that failed? If so, state circumstances. List and explain all pending and resolved litigation over the last three years. Also provide a bank reference, including contact name, bank name, address, telephone number, and email.

Provide the name, address, telephone number, and website address for any and all subcontracting firms which will be part of the consultant's team.

### **2.5 PROFESSIONAL QUALIFICATIONS**

Provide information for the professional qualifications for the firm's staff, and subcontractor staff, proposed for the performance of required services. Provide resumes for all staff proposed and a description of the role they will play in the project.

Describe the proposed organization for the project and convey the previous working relationships between and among the team members, including subcontractors. Include a project organizational chart of the team, which shows clear lines of authority.

## **2.6 TECHNICAL PLAN**

Describe the detailed plan for meeting the requirements of the project. Include a progress schedule outlining the individual steps involved in accomplishing this project, and the amount of time anticipated in accomplishing the steps. Also include a detailed description of the firm's abilities to complete the required areas or components of this project.

## **2.7 MANAGEMENT PLAN**

Describe the detailed plan for managing the requirements of this project. Include a description of the firm's methods of planning, organizing, scheduling, controlling and coordinating the total project effort.

## **2.8 QUALITY CONTROL**

Describe the procedures that will be used to assure technical accuracy of enrollment projections, space needs, campus plans, specifications, and cost estimates.

## **2.9 EXPERIENCE**

Describe the firm's experience with facilities master planning for higher education institutions. Include a detailed description of the firm's experience for all required areas or components of the project. Provide a list of similar projects completed within the last five years. Include the project title, institution name, contact person, phone number, e-mail, project start and completion dates.

## **2.10 SAMPLES**

Provide reports, photographs, and drawings of similar projects completed within the last five years.

## **2.11 PRICE PROPOSAL**

The Price Proposal shall be in the form of a fixed lump sum plus optional services.

## **2.12 FIRM'S REFERENCES**

Personnel of the College may contact references listed in the Qualifications section of the Proposal for each project, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the Offeror's overall performance, organization, cooperation, timeliness, and quality of construction, and the owner's satisfaction with results. The Offeror shall insure that contact information is current.

Additionally, the Offeror shall provide references from a minimum of three projects of similar scope. All listed projects must be from a higher education institution. Identify what services were provided based on the components identified as part of this project (e.g. facilities master plan, facilities condition assessment, space utilization study, academic plan, environmental scanning, technology and infrastructure review, landscape plan, traffic study, security assessment, sustainability climate action plan, signage master plan). The following information must also be provided: project name, institution name, contact person, phone, email, project dates, contract value.

## **2.13 AFFIDAVIT OF ACCURACY FORM**

The Affidavit of Accuracy Form is to be completed by the Offeror and the original included in the original Technical Proposal. Use the form provided.

#### **2.14 CONTRACTOR INFORMATION FORM**

The signed original must be included with the original Technical Proposal. Use the form provided.

#### **2.15 ACKNOWLEDGMENT OF ADDENDA FORM**

Offerors must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in an Offeror's proposal being rejected. Use the form provided.

#### **2.16 CONFLICT OF INTEREST STATEMENT**

In compliance with the State Public Ethics Law, acquisitions from a business in which a trustee or employee has an interest are prohibited. Interest is deemed present if the trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest and the trustee or employee knows of the interest. A Conflict of Interest Statement is included in this document and must be completed and returned with the Technical Proposal.

#### **2.17 ETHICS STATEMENT**

In compliance with the State Public Ethics Law, an individual or a person that employs an individual who assists the College in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement; or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. An Ethics Statement is included in this document and must be completed and returned with the Technical Proposal.

#### **2.18 BID/PROPOSAL AFFIDAVIT**

The signed original must be included with the Proposal. Use the form provided.

#### **2.19 LICENSES**

The firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland for construction or relevant trade specialty. Proper documentation shall be attached to the Technical Proposal. Provide a copy of the firm's applicable license issued by the State of Maryland.

## GENERAL INFORMATION

### 3.1 REQUEST FOR PROPOSAL DUE DATE

All responses to this Request for Proposal are due to Chesapeake College on or before **2:00 p.m. on November 22, 2024**. All RFP proposal must be emailed to [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu) and clearly identified and marked as pertaining to this solicitation. No facsimile transmissions will be accepted. It is the responsibility of the Offeror to plan the delivery of the proposal packages accordingly. No responses will be accepted after this date and time

### 3.2 CONTACT INFORMATION

The sole point of contact for Chesapeake College for purposes of this RFP is: Karen Smith, Vice President for Administrative Services via email at: [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu). Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. **All questions must be received no later than 1:00 p.m. on November 4, 2024**. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Clarifications of the RFP, in form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Chesapeake College procurement webpage and eMaryland Marketplace. The College reserves the right to waive any and all proposal technicalities, formalities or informalities at any time prior to or after the date of receipt of proposals as it deems appropriate and in the College's best interest. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information unless specifically noted in the Scope of the Project. **Firms failing to comply with this requirement may be disqualified.**

### 3.3 SUBMISSION OF PROPOSALS

Offerors must submit one (1) electronic file of the proposal. The proposal must be in one PDF format. Failure to provide the proposal in the proper format may result in rejection of the offer. Proposals must include all required information. All proposal packages submitted in response to this RFP must be signed, sealed and labeled

The college is closed on November 22, 2024 so all proposals must be submitted electronically. College staff email will be monitored to receive proposals on and before the due date and time. Proposals will not be accepted electronically through eMaryland Marketplace.



All costs incurred by responding firms associated with the preparation, submission, presentation or proposals 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 respondent and will not under any circumstances be reimbursed by the College.

### **3.4 EVALUATION OF PROPOSALS**

Proposals must meet the requirements as stated in this document. Proposals that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

An evaluation committee will qualify and short-list firm proposals. The College may ask short listed firms to attend an Interview/Oral Presentation with the College's evaluation committee. If sought by the College, oral presentations are anticipated to be scheduled on November 28 or November 29, 2024. If an interview is requested it will be held remotely via Teams or Zoom. It should be noted that the project manager is required to attend. Key proposed team members are strongly encouraged to attend.

Firms shall be evaluated on the following criteria:

1. Responsiveness to the questions and demonstrated understanding of the scope of work;
2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
4. Oral presentations, if required;
5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the proposed time;
7. Firm's capacity to perform the work giving consideration to current workloads;
8. Firm's familiarity with problems applicable to this type of service;
9. References from previous clients, including size and scope of services, name and telephone number of contact person; and

## 10. Price proposal.

The College reserves the right to negotiate or modify any element of the request for proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.

### **3.5 EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuant to this RFP, the College may require Contractor to submit such additional information bearing upon Contractor's ability to perform the contract as the College deems appropriate. The College may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor.

### **3.6 AWARD**

The contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is the best interest of Chesapeake College to award the contract. The Offeror's response, the specifications, terms and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.

Award may be in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this proposal.

In the College's sole discretion, the College may defer award of the contract for a period of up to ninety days (90) calendar days after opening of 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 the College.

### **3.7 PRICING**

The pricing offered on the Price Proposal must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. In addition, all Offerors must hold their proposed prices for 90 days after the price submittal date, but prior to contract award date.

***The Price Proposal shall be in the form of a fixed lump sum plus optional services.*** Indicate hourly rates for additional services for the following classifications: Principal, Associate, Project Architect/Planner, Project Manager, Designer, Draftsman, Engineer, Administrative. Reimbursable expenses shall be submitted as a lump sum "not to exceed" cost with a detailed accounting.

### **3.8 REJECTION**

The College reserves the right to reject any or all offers received as a result of this solicitation and readvertise for other proposals. Offers may also be rejected for any of the following reasons:

1. Failure to meet the mandatory specifications and requirements;
2. Failure to respond in a timely fashion to a request for additional information or data;

3. Failure to supply appropriate and favorable client references;
4. Financial instability of firm submitting the proposal;
5. Failure of the firm to successfully negotiate a contract, if applicable;
6. Submitting an incomplete Price Proposal;
7. Submitting a proposal that is not signed; or
8. Failure to demonstrate that the Offeror is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

### **3.9 PROCUREMENT REGULATIONS**

This Request for Proposals and any resulting contract shall be governed by §§16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

### **3.10 MISSION, VISION, AND VALUES**

Chesapeake College believes that a key characteristic of performance excellence is a strong foundation and understanding of an organization's mission, vision and value statements. The College's statements can be found at <https://www.chesapeake.edu/about/mission>

The College expects all Contractors to support the College's mission, vision and values by fostering these concepts in their work on campus.

### **3.11 SMOKE AND TOBACCO-FREE**

The use of tobacco, tobacco product(s) and/or tobacco substitute(s) is prohibited on the campus of Chesapeake College ("college") and all college sites.

### **3.12 CONTRACT**

The successful Offeror shall receive a college approved purchase order from Chesapeake College. The college and vendor can work to sign a contract outlining the services and responsibilities, The contract will incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between these documents, the following order of precedence shall apply: Contract, RFP, response.

The College reserves the right to terminate the contract at any time upon sixty (60) calendar days written notice to the Contractor. As determined by the College, it will pay the Contractor's reasonable costs incurred prior to the termination. In the event of termination, the Contractor may be required to provide the necessary best effort to transfer records and historical data to a superseding Contractor or to Wor-Wic Community College.

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 Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

### **3.13 CHANGES TO THE CONTRACT**

The College may make any alterations, deviations, additions or omissions from the Request for Proposals documents which it deems to be in the best interest of the college without affecting the obligations of the

Contractor or making void the contract. Any alterations, deviations, additions or omissions shall be processed as a change order.

### **3.14 DELIVERY**

The successful Offeror shall commence Work according to the approved project schedule unless otherwise ordered in writing by the College.

### **3.15 INSURANCE REQUIREMENTS**

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

Comprehensive General Liability Insurance – Liability Limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

Comprehensive Business Automobile Liability Insurance – Liability Limit of Five Hundred Thousand Dollars (\$500,000) any one accident.

Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars (\$100,000).

At the time this contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage throughout the entire term of this contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of term for this contract.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and/or equipment, and shall name Chesapeake College as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

### **3.16 COOPERATIVE PURCHASE**

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Request for Proposals to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the

Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

### **3.17 SUBCONTRACTORS**

Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

### **3.18 MINORITY PARTICIPATION**

Chesapeake College encourages minority business enterprises (MBE) to provide goods and services for the performance of College functions.

### **3.19 EMPLOYMENT OF CHILD SEX OFFENDERS**

Chesapeake College provides a number of programs throughout the campus that involve minor children. 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 bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the campus. Violation of this provision may result in Termination for Cause of the contract.

## AFFIDAVIT OF ACCURACY FORM

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contacts of this Technical Proposal are true and correct.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Representative/Title  
(Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative/Title  
(Print/Type)

\_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Date

**CONTRACTOR INFORMATION FORM**

I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

\_\_\_\_\_  
(Printed name of Offeror)

Minority Contractor: \_\_\_\_ (yes) \_\_\_\_ (no)  
If yes, please specify minority classification \_\_\_\_\_

Please list any exceptions taken to any terms and conditions listed in the Request for Proposals. Please note any exceptions taken that may affect the award of a contract or purchase order:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

Company Name: \_\_\_\_\_ Incorporated (Y/N): \_\_\_\_\_  
Federal Tax Id: \_\_\_\_\_ Years in Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
\_\_\_\_\_ State, Zip \_\_\_\_\_  
  
Office phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
Cell phone number: \_\_\_\_\_ Email address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Company name Name

\_\_\_\_\_  
Title Authorized signature and date

## ACKNOWLEDGEMENT OF ADDENDA

We, \_\_\_\_\_ acknowledge receipt of the following addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

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PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH RFP PROPOSAL.

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Company name

Name

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Date

Authorized signature



## CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and of this date are also employed by Chesapeake College.

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, State Government Article §15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Firm: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". 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 the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, 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 Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (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;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) 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 §§B and C and subsections D(1)—(8) 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):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, 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).

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

#### I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State 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.

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(If not applicable, so state).

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

## NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a bid in response to the above-captioned Invitation to Bid for the following reasons:

- \_\_\_\_\_ Too busy at this time
  
- \_\_\_\_\_ Not engaged in this type of work
  
- \_\_\_\_\_ Project too large/small
  
- \_\_\_\_\_ Cannot meet mandatory specifications (Please specify below)
  
- \_\_\_\_\_ Other (Please specify)

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

Please return to:  
Karen Smith  
[ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu)  
Chesapeake College

410-827-5816

# Chesapeake College Consulting Services for Facilities Master Plan

## PRICE PROPOSAL

Chesapeake College anticipates awarding a fixed price contract for the services described herein for its 10-Year Facilities Master Plan.

The proposer shall provide a fee schedule indicating billable labor, service, and material classifications for completing the Scope of Work.  
List billable labor rates and hours for the personnel expected to be committed for the project.  
Labor unit rates include fringe benefits, direct and indirect costs, and any other administrative fees.

The undersigned agrees, having carefully examined the Request for Proposal and all associated documents and being familiar with the legal requirements, regulations, and mandates, to provide all services and materials to satisfy the Scope of Work for the following sum:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Date \_\_\_\_\_

Submitted by \_\_\_\_\_ (Company Name)

Authorized signature \_\_\_\_\_

Name \_\_\_\_\_ (type or print)

Title \_\_\_\_\_ (Owner/Partner/President/Vice President)

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_



## CHESAPEAKE COLLEGE TERMS AND CONDITIONS OF PURCHASE

**CONTRACT TERMS:** The performance of this contract shall be governed solely by the terms and conditions as set forth in this purchase order notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time. The acceptance by the college of any goods or services furnished hereunder shall not be construed as acceptance by the college of any terms or conditions which are inconsistent with the terms and conditions here stated. All terms and conditions under the solicitation, and any amendments thereto, are made part of this contract. Any different or additional terms other than those herein contained in seller's acceptance are hereby objected to.

**DELIVERY AND PACKING:** All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the quote price for packaging, or for deposits or containers unless specified in the quote. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful vendor to the designated location as indicated on the Chesapeake College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to 1000 College Drive, Wye Mills, Maryland DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**INSPECTION AND ACCEPTANCE:** No goods received by the college pursuant to the purchase order shall be deemed accepted until the college has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at seller's expense for full credit or replacement, at the college's sole option. The college reserves the right to test any goods, or services delivered to determine that specifications have been met. No goods returned as defective shall be replaced without college authorization. If vendor fails to cure defect within ten (10) calendar days, the college reserves the right to purchase on the open market and seller shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**WARRANTY:** Seller expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the college and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the college's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The seller further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Seller's expense.

**PATENTS:** Seller guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Seller will at his/her own expense, indemnify, protect and save harmless the college, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**QUANTITIES:** The college assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and will be returned at Seller's expense.

**TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.

**INVOICES:** A separate invoice for the purchase order or for each shipment thereon shall be forwarded directly to Chesapeake College, Accounts Payable, PO Box 8 Wye Mills, MD. 21679. The purchase order number must be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence. Failure to comply may result in refusal of shipment and/or delay in payment. The college has no liability for invoices not prepared in accordance with these requirements. The college payment terms are net 30 days from receipt of invoice.

**PRODUCT TESTING DURING TERM OF CONTRACT:** Goods delivered under the contract may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements shall be rejected and returned at seller's sole expense. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the college unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the vendor.

**INSOLVENCY:** If the college has reasonable cause to believe the seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of seller, then at the option of the college, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the college be bound hereby after any act of bankruptcy by seller. Any delay by the college in the exercise of the right to terminate under this section shall not diminish or waiver that right.

**TAXES:** The college is generally exempt from Federal and Maryland taxes. Exemption certificates are available upon request. Seller shall be responsible for the payment of any and all applicable taxes resulting from any award and/or activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**NON-HIRING OF EMPLOYEES:** No employees of the college or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of seller.

**NON-DISCRIMINATION:** Seller assures the college that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, sexual orientation, race, age, color, creed, national origin, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. Seller further agrees to post in conspicuous places notices setting forth the provisions of non-discrimination clause and to take affirmative action to implement the provisions of this section. Seller further assures the college that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**ASSURANCE OF NON-CONVICTION OF BRIBERY:** Seller hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

**TERMINATION FOR CONVENIENCE:** The performance of the work or services under this agreement may be terminated in whole or in part, whenever the President of Chesapeake College shall deem that termination is in the best interest of the college. Such determination shall be at the sole discretion of the President. In such event, the college shall be liable only for payment in accordance with the payment provisions of this agreement for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery of written notice of termination upon which date the termination shall become effective.

**TERMINATION FOR DEFAULT:** When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the college. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination.

**TERMINATION BASED ON LACK OF FUNDING:** Seller understands that Chesapeake College is a public institution of higher education and its budget is subject to funding by governmental entities. This agreement is subject to the continued appropriation of sufficient funds for this agreement by the college's appropriating authority. For purpose of this agreement, the college's appropriating authority is deemed to be the Board of Trustees of Chesapeake College and the Maryland counties of Caroline, Dorchester, Kent, Queen Anne and Talbot and the State of Maryland. Lack of funding shall be grounds for immediate termination of the agreement.

**DISPUTES:** Any dispute arising under this contract which is not disposed of by agreement shall be decided by the President of Chesapeake College or a designee. Pending final decision of the dispute, the contractor shall proceed diligently with contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the agreement, any and all remedies provided by law.

**NON-COLLUSION:** Seller certifies that it has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Seller also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the seller or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.

**MARYLAND PUBLIC INFORMATION ACT:** Seller recognizes that the college is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Seller agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**RECORD RETENTION:** If awarded a contract, vendor shall maintain books and records relating to the subject matter of this Agreement, including but not limited to all charges to the college, for a period of three (3) years from the date of final payment under this agreement.

**AUDIT:** Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The college shall have access to and the right to examine and/or audit any records, books, documents and papers of Seller and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**CONTINGENT FEES:** Seller hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the seller, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this contract.

**HAZARDOUS AND TOXIC SUBSTANCES:** Seller must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Seller shall provide direct to the College Director of Public Safety a "Material Safety Data Sheet" including reference to the purchase order number, or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the chemical information list in compliance with applicable laws, ordinances and regulations.

**CHANGES:** The President of the College or a designee may at any time, by written order, make changes within the general scope of the agreement in the work and service to be performed. If any such changes cause an increase or decrease in seller's cost of, or the time required for performance of this agreement, an equitable adjustment shall be made, and the agreement shall be modified in writing accordingly.

**IDENTIFICATION/INSURANCE:** The contractor will be required to have proper identification, showing vendor name and technician name, at all times while on

campus. The contractor shall maintain such insurance as will indemnify and hold harmless the college from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**BEHAVIOR OF CONTRACTOR'S EMPLOYEES, AGENTS AND**

**SUBCONTRACTORS:** The college is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the contractor's responsibility to ensure that such behavior by its employees, agents and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff and visitors of the college. It should be assumed that all sexual behavior by the contractor's employees, agents and subcontractors on any campus facility of the college, whether owned, operated, maintained or leased by the college, is improper and unwelcome.

**COMPLIANCE WITH LAWS:** Seller agrees to comply, at no additional expense, with all applicable Executive Orders, Federal State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**MARYLAND LAW:** This contract shall be construed and interpreted according to Maryland Law.