WOR-WIC
COMMUNITY COLLEGE

Request for Proposals for:

EXTERNAL EVALUATION
OF U.S. DEPARTMENT OF EDUCATION TITLE III STRENGTHENING INSTITUTIONS PROGRAM GRANT

for
WOR-WIC COMMUNITY COLLEGE

32000 Campus Drive
Salisbury, MD 21804

All proposal responses must be submitted prior to **2:00pm** local time on **December 9, 2026**.

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

Allison Canada, CPPO, C.P.M.
Exec. Director of Business Support Services

NOTICE: Prospective proposers who have received this document from a source other than the exec. director of business support services should immediately go to the Wor-Wic Community College purchasing website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A proposer's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective proposer who fails to monitor the Wor-Wic Community College website assumes complete responsibility in the event that they do not receive communications from the exec. director of business support services prior to the closing date.

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TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION, CONTRACT AWARD AND INITIATION

The schedule for the proposal process is shown in the table below. Dates currently established for selection of contractor, contract award and contract initiation dates are included.

NOTE: OFFERING FIRMS ARE HEREBY ADVISED THAT THESE DATES ARE SUBJECT TO CHANGE AS COLLEGE OFFICIALS DEEM APPROPRIATE AND NECESSARY FOR PROPER FULFILLMENT OF THE INTENTIONS OF THE PROPOSAL PROCESS.

Nov. 13, 2026	Notice to Bidders published on eMaryland Marketplace and the College's website.
Nov. 27, 2026	Deadline to submit questions, prior to 2:00pm, to acanada@worwic.edu
Dec. 2, 2026	The College will issue an Addendum answering all questions.
Dec. 9, 2026	Deadline to submit proposals, prior to 2:00pm.
Feb. 11, 2027	Board of Trustees review and approval of contract award

Section 1: General Information

Wor-Wic Community College has been awarded a five-year grant through the U.S. Department of Education Title III Strengthening Institutions Program. Refer to **Attachment A** for the full project details and expectations of the external evaluator.

> Wor-Wic Community College was awarded a five-year Title III Strengthening Institutions Program (SIP) grant with a project period of October 1, 2026 – September 30, 2031. The college's overarching SIP goals are to 1) expand enrollment and increase retention, graduation and transfer rates in STEM and nursing programs by expanding STEM laboratory, classroom and faculty capacity; modernizing simulation and instruction; infusing evidence-based teaching practices into instruction; and integrating AI literacy and concepts into instruction; and 2) expand the grants office's capacity to secure institutional grant funding, maintain regulatory compliance, and increase operational efficiencies through additional staffing and structural reorganization.

The external evaluator shall work with Wor-Wic's Title III SIP project director and implementation and compliance coordinator to develop and refine an evaluation plan, data collection, analysis and reporting. The evaluation processes will include formative and summative evaluation strategies and incorporate quantitative and qualitative data. At least one in-person visit to the campus for evaluation purposes is required annually..

A. This solicitation implies no obligation on the part of the College. Wor-Wic Community College reserves the right to accept or reject any and all proposals in whole or in part, or to waive any technicality it deems in the best interests of the College.

B. The sole point of contact for this solicitation is: Allison Canada, Exec. Director of Business Support Services, email: acanada@worwic.edu Under no circumstances are proposers, 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 Work. Proposers failing to comply with this requirement will be disqualified.

C. Any contract negotiated as a result of this RFP will be governed by the laws of the State of Maryland and the United States of America. The successful proposer shall at all times observe and comply with Federal, State of Maryland and local laws, ordinances, orders, codes and regulations and the articles and provisions of the Building Code(s) existing at the time of or enacted subsequent to the execution of a contract which in any manner affects the firm's ability to perform contractual requirements.

D. Provisions for Contracts Under Federal Awards: In addition to other provisions required by the College, all contracts made by the College under federal awards must contain provisions in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards. https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200-appII

These contract provisions are subject to change without notice. Proposers are encouraged to check the above link frequently to learn of any changes made to these contract provisions.

E. Confidentiality: The contractor acknowledges that during the engagement they may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used by the College in connection with the operation of its business including, without limitation, the College's business and processes, methods, student lists, customer lists, accounts and procedures. The contractor agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks and similar items relating to the business of the College, whether prepared by the contractor or otherwise coming into their possession, shall remain the exclusive property of the College. The contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of the agreement, or whenever requested by the College, the contractor shall immediately deliver to the College all such files, records, documents, specifications, information, or other items in his or her possession or under his or her control. The contractor further agrees that they will not disclose their retention as an independent contractor or the terms of the agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of their relationship to the College and of the services hereunder.

F. Non-Performance of Work: Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:
    a. The work was not performed in strict accordance with the RFP and Scope of Work.
    b. The work was not performed within the allotted time frame.
    c. The work required by the RFP and Scope of Work was not entirely completed.

    The above is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the contractor's termination from the contract.

G. In the event the performance of work or services from this Request Proposal is delayed by causes beyond the control of and without the fault or negligence of the Contractor, the College shall have the option to:

    a. Terminate the Contract, or
    b. Extend the time of the performance.
    c. No financial compensation will be awarded for the time extension.

H. Any changes made to this Request for Proposal as a result of time delay shall be in writing. In the event that the time for performance on this Contract is extended beyond the term provided for, all the other terms and conditions shall remain in full force and effect.

I. The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's RFP, Attachment A, any Addendums, the Contractor's Proposal, any and all subsequent correspondence; all required

submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful contractor. The Proposal, addenda and submittals required as a part of the Proposal evaluation process, will become an integral part of the final contract. Should there be any conflict between these specifications and the final contract document, the specifications contained herein shall take precedence.

J. Contract Type and Payment Schedules

   a. Payment will be made upon receipt and acceptance of completed work. Progress payments and payment schedule will be negotiated with the awarded contractor. Invoices are paid Net 30.

   b. The College expects to pay only the primary contractor for all work performed as a result of this RFP. Thus, the primary contractor will be obligated to appropriately compensate any and all subcontractors or consulting firms, if applicable.

   c. Payment of fees and expenses, not to exceed the maximum proposed, will be made upon satisfactory completion of the required services, and contingent upon funding from the U.S. Department of Education grant award.

   d. The College is exempt from Maryland State Sales and Use Taxes. This tax exemption does not extend to the successful contractor. Each contractor must determine its own tax status.

K. By submitting a response to this solicitation, the proposer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or the United States of America, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

L. Warranty and Guarantee: In general, the proposer and ultimately the contractor awarded the contract, shall be responsible for the accuracy or validity of information provided to the College either directly from the contractor or as obtained from others.

M. Notice to Proceed: After the contract has been executed and all required documents received, the College will issue to the firm a “Notice to Proceed”. The specified contract time shall begin on the date of the “Notice to Proceed”. The Notice to Proceed may be in the form of a College purchase order. The successful contractor is expected to immediately begin the representation of Wor-Wic Community College for the services expressed in this RFP.

N. 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:

   a. Statutory Worker's Compensation and Employer's Liability Insurance under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of

its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted.

b. Commercial General Liability Insurance to protect the Contractor, its subcontractors, and the interest of Wor-Wic Community College against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. General Liability Insurance shall provide combined single limits of $1,000,000 per occurrence, $2,000,000 aggregate, naming Wor-Wic Community College as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College may possess.
c. Automobile Liability Insurance with limits of liability of at least $1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the Agreement work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.
d. Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 each occurrence.

O. Neither the College nor the Contractor shall assign, sublet or transfer its interest or obligations under this RFP or the contract to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the College, nor shall this RFP or the contract be construed to create any rights hereunder in any person or entity other than the parties of the contract.

P. Nothing contained in this RFP and the contract shall be construed in any manner to create any relationship between the Contractor and the College other than expressly specified herein and the Contractor and the College shall not be considered partners or co-ventures for any purpose on account of this RFP and the contract.

Section 2: Scope of Work

Wor-Wic Community College has been awarded a five-year grant through the U.S. Department of Education Strengthening Institutions Program (SIP). Refer to **Attachment A** for the full project details and expectations of the external evaluator.

A. One of Wor-Wic's Title III SIP goals is to expand enrollment and increase retention, graduation and transfer rates in STEM and nursing programs by expanding STEM laboratory, classroom and faculty capacity; modernizing simulation and instruction; infusing evidence-based teaching practices into instruction; and integrating AI literacy and concepts into instruction. In support of this goal, Wor-Wic will hire additional Anatomy and Physiology (A & P) and Chemistry faculty and renovate a laboratory and classroom to increase enrollment capacity. The college will hire a STEM Instructional Designer to lead

modernization and promote effectiveness in STEM instruction. A STEM advisory panel will be engaged to identify equipment, curriculum and industry needs, which, combined with faculty input, will drive the selection and integration of new instructional and simulation technologies into STEM programs. Faculty will participate in extensive professional development to improve learning outcomes across STEM and health professions programs, as well as to foster the infusion of artificial intelligence (AI) literacy and tools into instruction and learning.

B. Wor-Wic's second SIP goal is to expand the grants office's capacity to secure institutional grant funding, maintain regulatory compliance, and increase operational efficiencies through additional staffing and structural reorganization. To achieve this goal, the college will establish an Implementation and Compliance Coordinator position, charged with overseeing the implementation of the Title III SIP grant initially, and transitioning to a post-award grants management function over the course of the project.
C. The awarded contractor will work with Wor-Wic Community College to develop and refine an evaluation plan, and for data collection, analysis and reporting. The evaluation must include formative and summative evaluation strategies and incorporate quantitative and qualitative data. Annually, at least one in-person visit to the campus for evaluation purposes is required. The external evaluator is expected to provide, at minimum, annual evaluation reports. Annual reports must be submitted to Wor-Wic Community College no later than October 30 annually. Evaluation reports may be shared with the U.S. Department of Education and project stakeholders. In addition, the external evaluator is expected to provide interim updates to the college's SIP team to facilitate program revisions, as needed, throughout the grant period.
D. The number of hours for evaluation is expected to vary based on the individual evaluator's plan. However, the total cost of the contract during the entire term must not exceed $175,000. The final invoice must be submitted to Wor-Wic Community College no later than November 30, 2031.

Section 3: Instructions to Proposing Firms

A. Should any proposer be in doubt as to the meaning of the scope of work, or should any discrepancy or omission be found, they shall submit all questions and requests for clarification in writing via email to acanada@worwic.edu on or before **November 22, 2024**. No oral questions will be answered.
    a. Failure by the proposer to acquaint itself with all the requirements of the requested services shall not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the services.
    b. An addendum to the RFP will be issued with all questions and answers. The College will not be responsible for any oral or telephone explanations of contract documents.
    c. It is the proposer's sole responsibility to ensure receipt of all Addenda. It is highly recommended that the proposer check the College's website and eMaryland Marketplace Advantage https://emma.maryland.gov for all posted Addenda prior to submitting their proposal. All Addenda shall become part of the contract documents.

B. Exceptions: It is the responsibility of the proposer to include a list and clarification of any deviations from the attached Wor-Wic Community College Terms and Conditions and this

document. The list must be noted on the Contractor Information Form or submitted with the proposal as an attachment.

C. Proposers must submit one (1) digital copy of the technical proposal. Proposals must include all required information and forms. All proposal packages submitted in response to this RFP must be signed. **Technical proposals will be received until 2:00pm on December 9, 2026.** Technical proposals received after this date and time will not be accepted.

   Completed proposal documents must arrive electronically via Equity Hub's Bid Locker at https://www.bidfinder.info/details/6676_Rfp___External_Evaluation_Of_Title_Iii_Sip_Grant Please note that proposing firms must register on the Bid Locker website prior to submittal of documents, so please plan the upload of the proposal package accordingly. It will time out promptly at 2:00pm on December 9, 2026.

   Oral, mailed, faxed or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMaryland Marketplace.

   Technical Proposals do not include pricing.

D. 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 by reimbursed by the College.
E. Any proposal may be withdrawn prior to the RFP's due date and time; however, all are considered final after the date and time for receipt of proposals. Final proposals may not be altered, withdrawn, or canceled for a period of 180 days after the time and date designated for receipt of bids.
    a. Withdrawal of a Proposal after the deadline for receipt of Proposals will not be permitted, except as follows: in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing firm has made a bona fide error in the preparation of the Proposal and such error will result in substantial loss to the firm, in this instance, an exception may be made by the College.
    b. Negligence on the part of the firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the Proposal after the deadline for receipt of Proposals.
    c. The College reserves the right to contact any and all firms to verify information included in their Proposal and to clarify any questions regarding the information submitted in the Proposal, in order to ascertain whether the Proposal received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the Proposals as are deemed appropriate, necessary and in the College's best interest.

F. Evaluation of Proposals
    a. Proposals must meet all requirements and qualifications stated herein. Proposals that fail to meet one or more of these criteria may be ineligible for award.

b. The solicitation involves a cumulative scoring process through a number of different phases by an evaluation committee. The first phase involves the review of the written technical proposals. The next phase involves inviting those with the top scores for an oral presentation via Zoom, which will be scheduled during the period of **January 6-8, 2027**. Finally, during the last phase, the top scoring oral presentations will be requested to submit a price proposal which will be due prior to **2:00pm on January 18, 2027**.

c. The College will evaluate the proposals to determine the most responsive proposal and responsible firm. In addition to the criteria listed elsewhere in this document, proposals shall be evaluated on the following criteria:

   i. 70% Responsiveness to the scope of work; relevant past experience, performance and qualifications of the firm and staff assigned to this project, references, adequacy of personnel to accomplish the scope of work within the schedule indicated, timely completion of past projects, financial stability of the firm, and effectiveness of outcomes;
   ii. 30% Price.

d. Qualified proposals shall be evaluated in accordance with the specifications and evaluation criteria contained herein by the Evaluation Committee. The College may make such investigations as are deemed necessary to determine the ability of a proposer to provide the work as specified herein. Award shall be recommended for the proposer which is judged to be best qualified and provides the best value to render the services.

e. The College reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Proposers shall furnish the College all such information and data necessary for the College to determine if the Proposal is responsible and responsive to the College's requirements as stated herein.

f. The College reserves the right to solicit best and final offers only from a short list of respondents receiving the highest evaluated scores. If short listing occurs, best and final offers shall be solicited from not less than two of the highest evaluated scores.

g. The College reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangement for achieving the stated purpose is obtained.

G. If the contractor, to whom an award is made, shall fail to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible proposer, and such proposer shall fulfill every stipulation included herein, as if the firm were the original party to whom the award was made, or again, the College may at that point reject any and/or all of the Proposals as its best interest may require.

Section 4: Technical Proposal Submittal Format

A. All technical proposals are expected to be prepared in accordance with the format listed below. Furthermore, the proposal should be signed, endorsed with the statement "RFP – External Evaluation of Title III Strengthening Institutions Program Grant."

B. The proposal should address each section as outlined below in order for the College to make a proper and complete evaluation of the proposer's capabilities and response. Proposals not in conformance with or responsive to the stated requirements may be rejected at the discretion of College officials.

C. The proposal should be clear and concise. The title page accompanying the proposal shall be signed by the person or persons required and authorized to legally bind the firm to the proposal and shall specifically state that the firm shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of the College. Any justification or explanatory materials relevant to the Proposal shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in the Proposal. Pages must be numbered. **Technical proposals must not include pricing**. Vague and general proposals, and proposals with pricing included will be considered non-responsive and result in disqualification. Non-conforming and non-responsive proposals may be rejected at the discretion of College officials.

D. Organization of Proposal: Technical Proposals must be organized in the following format. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

   a. Title page
   b. Firm qualifications
   c. Staff qualifications
   d. Financial stability
   e. Project Proposal Form
   f. References
   g. Contractor Information Form
   h. Conflict of Interest Statement
   i. Ethics Statement
   j. Bid/Proposal Affidavit

E. Title Page: At a minimum, the title page shall be on company letterhead and shall include the name and working address of the firm submitting a Proposal, the name, email address and telephone number of the primary company representative to be contacted with reference to the Proposal, and the date of submission. In addition, the page should contain the following statement: "RFP for External Evaluation of Title III Strengthening Institutions Program Grant".

F. Firm's Qualifications: Indicate how many years the firm has been in business, including the management structure and brief history of firm. Additionally, note your firm's capabilities and features, which qualify you to perform this scope of work and distinguish you from your competitors. Demonstrate experience and knowledge of Title III SIP (or similar) programs and best practices. Provide examples, including an example evaluation plan, of how the firm accomplished similar grant evaluation projects while meeting schedule deadlines and within budgetary limitations.

G. Staff Qualifications

a. Include a description of the qualifications and experience of the lead evaluator and any other evaluators, not to exceed two (2) pages per evaluator. Information shall include educational background, certifications, and work experience. Provide a description of the role each individual will play in this project and the approximate amount of time that will be spent. The evaluators should clearly demonstrate experience comparable to that required to successfully execute the work described in this RFP.

b. The evaluators must have extensive knowledge of research principles and methodologies, experience with data collection and analysis.

c. Designate a project coordinator who will be the primary liaison with the College, including name, contact information and position with the firm.

d. By submitting names for consideration under Staff Qualifications, the proposer is committing these individuals to the College for this contract's duration if awarded the contract. No personnel changes will be permitted without written authorization from the appropriate College staff. The College has an absolute and unqualified right to deny substitutions. Substituted personnel must have qualifications equal to or better than the individual being replaced.

H. Financial Stability: Submit graphic, narrative, or documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the firm. Disclose if the firm or its officers have ever filed for bankruptcy, and if applicable, provide information as to the date of the filing, the type of filing, and the resolution.

I. Project Proposal Form: Complete the Project Proposal Form in accordance with the project specifications outlined in Attachment A.

J. References: Use the reference form provided and duplicate it to provide a minimum of three (3) references. The College will contact references listed, as well as other sources during the evaluation. References will be questioned about such items as the firm's overall performance, organization, cooperation, timeliness, quality, and effectiveness. The firm shall ensure that contact information is current.

K. Conflict of Interest Statement

a. In compliance with the State Public Ethics and Conflict of Interest Law, Annotated Code of Maryland, Section 15-101, etc. acquisitions from a business in which the 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.

b. Procurement using federal funds, in addition to above conflict of interest statement, must comply with Uniform Guidance 2 CFR 200.318 (C)(1): no employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when an employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which

employs or is about to employ any of the parties indicated herein, has a financial or other interest in or has or will receive a tangible personal benefit from a firm considered for a contract.

L. Ethics Statement: In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Section 15-101, etc. it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of contract.

M. Bid/Proposal Affidavit Form

Section 5: Price Proposal

A. Price Proposal

a. The RFP evaluation involves a cumulative multi-step process. **Only those firms who receive top scores after oral presentations will be invited to submit a Price Proposal.**

b. Price Proposals shall be signed by an authorized firm representative and shall be in accordance with the requirements of this RFP and all addenda.

c. By submitting a proposal, it is understood that your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.

d. It is also understood that the proposed price will be firm for a period of 180 calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the firm shall execute a contract for the proposed compensation.

e. The price proposal shall provide the total project cost. Additionally, provide detailed line-item costs for the different components and phases of the project. All hourly rates and fees, charges, and costs shall be clearly stated. It should be noted that the College will not reimburse for travel, meals, lodging, etc. All reimbursables must be incorporated into the billable rate.

End of Section 5

Section 6: Required Submission Documents

PROPOSAL FORM 1 – PROJECT PROPOSAL

To Whom It May Concern:

I/We _____

of _____

The undersigned, after having examined the RFP prepared by Wor-Wic Community College, do/does hereby offer to provide External Evaluating Services in accordance with RFP for External Evaluation of Title III SIP Grant including Attachment A and addenda issued prior to date of receipt of Proposals which is/are acknowledged via signature below.

A. SUBMITTAL OF PROPOSAL

By submitting a Proposal, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Proposal. Claims for additional compensation and/or extensions of time because of the firm'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. ACCEPTANCE OF PROPOSALS

The undersigned agrees that this Proposal may be held by the College for a period not to exceed 180 days from the date stated for opening of Proposals. If written notice of acceptance of this Proposal is mailed, telegraphed or delivered to the undersigned within the time noted above, after the date of the opening of Proposals, or at any time hereafter before this Proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the College in accordance with the Proposal as accepted. It is understood and agreed that the College reserves the right to award the contract in its best interests, to reject any and all Proposals, to waive any informalities in the Proposals, and to hold all Proposals for the period above noted.

C TIME FOR COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to complete the contract work within the time frame specified within the RFP.

D. DECLARATIONS

We/I the undersigned firm declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the Proposal, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

We further maintain that we (both firm and principal employees) are in good standing with both Federal and State agencies, as no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

We maintain by signing below that we will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment).

We acknowledge by signing below that if awarded the bid, we will give the U.S. Department of Education, U.S. Department of Labor, the Maryland Higher Education Commission, and/or the Legislative Auditor, through any authorized representative, the right of access to, and the right to examine all records, books, papers, or documents related to the evaluation of the grant, if requested.

E. ACKNOWLEDGEMENT OF ADDENDUM(S)

We acknowledge receipt of the following Addendum(s):

No. _____, Dated _____ No. _____, Dated _____

No. _____, Dated _____ No. _____, Dated _____

SIGNATURE OF FIRM

If submitted by an individual, partnership or non-incorporated organization:

_____ By _____

Firm Name Signature of Firm Representative

_____ _____

Business Address Title of Firm Representative

Names and Addresses of Members of Firm

_____

_____

Dated this _____day of _____, 2026.

IF SUBMITTED BY A CORPORATION: (Please sign and attach the previous two pages of Proposal Form I that contains the terms and acknowledgements.)

_____ By _____

Firm Name Signature of Individual Representing Corporation

_____ _____

Business Address Title of Individual Representing Corporation

County _____ State of Corporation _____

Names and Addresses of Officers:

_____ _____

Business Address President

_____ _____

Business Address Secretary

_____ _____

Business Address Treasurer

Dated this _____day of _____, 2026.

Small Business ____ FEIN: _____

Female Owned Business ____ DUNS: _____

Minority Business ____ Approved Minority DOT #: _____

PROPOSAL FORM 2 – REFERENCES (duplicate as needed)

Wor-Wic Community College may contact references as it is necessary to determine the ability of the firm to meet all the terms of the stated specifications described herein.

Include the following information of no less than three (3) clients per RFP requirements. Duplicate this form as needed.

Name of client _____

Address _____

_____

_____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

Date Service Began _____ Completed _____

Briefly describe the scope of services provided:

PROPOSAL FORM 3 – 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 as of this date are also employed by Wor-Wic Community College.

Company _____

Authorized Signature _____

Date _____

PROPOSAL FORM 4 – ETHICS STATEMENT

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications or a Request for Proposals for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company _____

Authorized Signature _____

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):

_____
_____
_____.

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).

_____
_____
_____.

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):

_____
_____
_____.

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 the above business that will comply with, the provisions of Section 13-221 of 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 caused 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 Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____ By: _____(Authorized Representative and Affiant)

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
ADDENDA The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Procurement Officer will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: https://www.worwic.edu/About-Wor-Wic/Purchasing. All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.
ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the proposal response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.
APPLICABLE LAW The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Wicomico County, Maryland.
ASSURANCE OF NON-CONVICTION OF BRIBERY The Offeror 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.
AUDIT Offeror shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Offeror 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.
BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to Wor-Wic Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Director of Purchasing and Auxiliary Services deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Offerors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Offeror(s) after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Offeror after receipt of the performance bond.
BILLING AND PAYMENT Each invoice shall reference Wor-Wic Community College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.
BRAND NAMES Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Offeror and proof must be provided to the College's satisfaction.
CARE OF PREMISES Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.
CANCELLATION Wor-Wic Community College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Purchasing and Auxiliary Services, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the RFP.
CONFLICT OF INTEREST As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intents to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.
COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.
COMPLIANCE WITH LAWS Offeror agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, 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.
COMPLIANCE WITH WOR-WIC COMMUNITY COLLEGE POLICIES While on the College's campus, Offeror agrees to comply with all applicable Wor-Wic Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

CONTINGENT FEES Offeror 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 Offeror, 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 a contract as a result of this solicitation.
CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Wor-Wic Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Purchasing Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.
CONTRACT DOCUMENTS The general conditions of this RFP, the Contractor's proposal, and the signed Agreement or Purchase Order form the contract. The documents shall have the following order of precedence: this RFP, the Agreement/PO, the Contractor's proposal.
CONTRACT TERMINATION The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of college funding.
CONTRACTORS This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor, nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.
DELIVERY AND PACKING Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Wor-Wic Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.
DELIVERY OF PROPOSALS Sealed proposals must be received in the Purchasing Office by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804.
ERRORS IN PROPOSALS Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.
FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.
FINANCIAL DISCLOSURE The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which 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 these 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.
HAZARDOUS AND TOXIC SUBSTANCES Offeror must comply with all applicable Federal, State, and 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. Offeror shall provide the College with a "Material 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 Chemical Information List in compliance with applicable laws, ordinances and regulations.
INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.
INSPECTION OF PREMISES If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No

allowance will be made to the successful Offeror, later for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, 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 the Contractor.

MARYLAND PUBLIC INFORMATION ACT Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror 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. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

NON-ASSIGNMENT AND SUBCONTRACTING Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

NON-COLLUSION Offeror 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; Offeror 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 Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

NON-DISCRIMINATION The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

NON-HIRING OF EMPLOYEES No employee of the College or of the State of Maryland, or any 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 this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

NON-VISUAL ACCESS The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

PATENTS Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror 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.

PERFORMANCE ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. If the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

PREPARATION OF PROPOSAL Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the proposal for clarification. Offerors will be required, if requested by Wor-Wic Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

PROPOSAL INSTRUMENTS Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any, and all costs incurred in the preparation and submission of proposals.

POLITICAL CONTRIBUTION DISCLOSURE The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, 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.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. 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 Contractor.

PUBLICITY The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

RECORD RETENTION If awarded a contract, Contractor 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.

REFERENCES Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

REJECTIONS AND CANCELLATIONS Wor-Wic Community College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, Bid Title__" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract will be mailed or delivered to the address shown on the proposal. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

SUBCONTRACTORS Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Wor-Wic Community College. Insufficient funds shall be grounds for immediate termination of the contract.

TERMINATION OF CONTRACT The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the

Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

TERMINATION FOR DEFAULT If an award results from this RFP, and 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 FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Wor-Wic Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or his designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

USE OF CONTRACT BY OTHER PUBLIC ENTITIES While this solicitation is prepared on behalf of Wor-Wic Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Offeror 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 Offeror further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Offeror's sole expense.

WITHDRAWAL OF BIDS A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Offeror is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Offeror after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Offeror shall be held strictly responsible for its proposal.