



**PRINCE GEORGE'S
COMMUNITY COLLEGE**

Prince George's Community College

Digital Marketing and Advertisement Placement Services

SOLICITATION# 21-02

Issue Date: August 28, 2020

Due Date for Responses: September 17, 2020

Issuing Office Contacts:

Beth Vu Kirk, Director

kirkbv@pgcc.edu

Telephone No.: 301-546-0007

And

Adrienne Smith, Procurement Coordinator

asmith5026@pgcc.edu

Telephone No.: 301-546-0015

All questions are to be submitted in writing solely to the above-mentioned persons no later than the Due Date noted in this Solicitation. Responses may be submitted via hard copy, fax, or e-mail. Solicitation documents and details can be found at <https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/request-for-bids/>. It is the prospective proposer's responsibility to monitor that site for updates and amendments.

BUSINESS NEED:

1.1 Purpose. Prince Georges Community College (PGCC) requests proposals for Digital Marketing and Advertisement Placement services (the “Services) for Prince George’s Community College Communications and Marketing Department. Interested and qualified consultants/firms also referred to as “contractor” are requested to provide proposals in accordance with the time frame, statement of work, and specifications as provided in this Solicitation.

It is anticipated that one (1) contract (the “Contract”) will result from this Solicitation. However, the College has sole discretion to award multiple contracts for any specified work described in this Solicitation.

1.2 PGCC Background. Established in 1958, Prince George Community College is an award winning fully accredited public two-year institution offering credit programs leading to an associate degree, certificate, or letter of recognition. With a student body of approximately 38,000, the College prepares its students for transfer to a four-year institution or for an immediate career. PGCC also offers extensive lifelong learning opportunities and noncredit, continuing education to those seeking career training or retraining, working to boost basic skills or pursuing new areas of interest. The Communications and Marketing Department at Prince Georges Community College, manages the College’s marketing and advertising initiatives at the institution.

1.3 Term. The initial term of the Contract arising from this Solicitation shall commence on or around **September 27, 2020, through June 30, 2021, with four (4), one (1) year renewal terms**, additional renewal terms may be possible, at the sole discretion of PGCC. The total aggregate maximum fee for all services and or contract/s awarded under this agreement shall not exceed **\$245,000.00**, unless modified at a later date at the College’s discretion (Board approval, required).

2.0 SCOPE OF SERVICES:

The Office of Communications and Marketing serves as an in-house marketing agency for the College community by developing strategy and creative assets, managing budgets, and executing campaigns using a variety of traditional and digital media channels for multiple markets.

Digital Marketing and Advertising Placement services include but are not limited to:

- Strategize, plan, and execute digital advertising campaigns in partnership with the College’s Office of Communications and Marketing.
- Focus on building awareness, promoting enrollment, and driving event attendance for the College, the Center for Performing Arts, and extension centers, including the University Town Center and the Laurel College Center.
- Provide media placement and buying, media buys may occur ad hoc to support College-wide initiatives and institutional needs or opportunities. The campaigns shall encompass a variety of online channels and media including, but not limited, to social, online ad networks, mobile, multimedia, and paid search to compliment the College’s integrated marketing communications

- Develop performance-based, results-driven digital campaigns for the Washington, D.C. metro region, with focus in higher education, community college, performing arts or live entertainment sector.
- Marketing and Campaign development and media placement services may include but are not limited to:
 - Display
 - Search
 - Social media
 - Video
 - Retargeting
 - Geofencing
 - Reporting
 - Implement Google goals, analytics, goals, and tag manager
 - Provide new digital opportunities and current trends
 - Serve as an educational partner on the digital media space and trends
 - Proof of performance

3. SOLICITATION RESPONSE REQUIREMENTS:

The following documentation must be provided in the response. Proposer are to provide the information in the same order as provided below, paginate and organize your submission as outlined below:

3.1 Company and Company Profile.

- A. Provide a brief history of your practice including the number of years providing marketing and advertisement placement services with emphasis on the required functions specified in the Scope of Work above. Response shall not exceed one page, 12pt font.
- B. A resume of the individual/s who shall provide the services as described in this solicitation as required. Resume for each individual shall not exceed one page. Posiitons/Roles may include but not limited to:
 - Account Manager
- C. References Form: Provide a minimum of three (3) client references from Clients your firm provided services similar to the College's required services (Provide: contact name, company name, and telephone number including extension numbers). If available, higher education or non-profit references are preferred, but not required. References shall be clients the consultant performed similar work in the past three years PGCC reserves the right to contact references not provided in the proposal. See Attachment B (Page 26) for the References Form.

3.1.2 Technical Approach and Capabilities:

- A. Provide a narrative of how your practice/firm will provide and approach the requested services in the Scope of Work, set forth in this solicitation. The technical narrative shall include the consultant’s proposed services and approach based on the information provided in this document and consultant’s previous experience.
- B. Provide an example of a past campaign and a sample campaign report. The proposer should list any certifications, partnerships, industry associations, etc. that support their technical capabilities or provide an advantage to their clients.
- C. Optional: Supplemental material that will help the College understand the consultant’s or approach, previous outcomes, or expected deliverables.

3.2 Minority Business Enterprise:

Complete and Submit the following Minority Enterprise Business forms.

- 1. Minority Business Enterprise Utilization Affidavit
- 2. MBE Schedule

3.3 Pricing Fees.

Proposers are to provide pricing by utilizing the Pricing/Project Fee Sheet, see page 8-9 of this Solicitation. The proposer shall include hourly rate for the Services described in this Solicitation and/or a monthly flat fee. All fees/rates shall remain fixed for the life of the contract, unless modified at the sole discretion of the College.

3.4 Proof of Insurance: Provide a copy of a Certificate of Insurance verifying your practice’s/firm’s Coverage for Professional Liability, Commercial General Liability, Worker’s Compensation, and Automobile Liability Insurance. Other coverage may be required, as determined by the College at a later date.

3.5 Contract. Acknowledgement and Acceptance of the College’s Sample Contract, exemptions to the College’s Contract are to be provided within your firm’s proposal as a separate section/tab.

4. SOLICITATION SCHEDULE:

Solicitation Issue Date:	August 28, 2020
Questions Submission Due Date:	September 4, 2020 10:00 AM ET
Responses to Questions by:	September 9, 2020
Proposal Due Date and Time:	September 17, 2020 10:00 AM ET (via electronic email)
Anticipated Award Date:	September 25, 2020 (Projected)

Anticipated Contract Start Date: October 1, 2020 (Projected)

Board Approval may be required.

5. TERMINATION FOR CONVENIENCE:

PGCC reserves the right to terminate this Solicitation, in whole or in part, at its convenience.

6. PROJECT MANAGEMENT:

The Professional and Organization Development Department at Prince Georges Community College will be providing the management services for this Contract.

7. SUBMISSION AND EVALUATION OF THE RESPONSES:

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement.

Responses are to be provided by the due date noted above. Responses are to be submitted electronically to Issuing Office Contacts noted above.

Responses must be submitted by an individual of the company who can bind the Firm to all contents of the response.

Responses will be evaluated for technical merit (how well the proposed services meet the needs of PGCC) as well as price. The technical aspects of the response will weigh greater than the price (i.e., a vendor's response evaluated to be more technically responsive even though it has a higher associated price, may be awarded the Contract). The decision as to the "most advantageous" is solely at PGCC's discretion. The College may also consider a vendor's MBE status (if any) and geographical proximity to the College in the overall evaluation score.

8. SHORTLISTING:

A shortlist may be developed based on the initial evaluation results. All Offerors will be notified of the results as they pertain to their respective proposal. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies the Proposals present. PGCC reserves the right to reject, in whole or in part, any and all proposals without liability and/or to accept any bid in the best interest of the College. Firm's not awarded may request a debriefing ten (10) days after the date of notice by contacting the Issuing Office Contacts.

9. RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:

A PGCC non-exclusive contract will be issued to the awarded practive/vendor/firm. By responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded vendors shall be entering into a Non-Disclosure Agreement with PGCC for confidentiality and protection of PGCC's intellectual property. All work product and documentation shall be regarded as a work for hire and is the property PGCC and may not be copied or reproduced without its expressed written permission.

10. OTHER AGENCY USE:

Other institutions within the Maryland may utilize this Contract with the written permission of PGCC. If such use is requested, all terms and conditions including pricing of the Contract is to be provided to the requesting institution. If, based on such use by other institutions, the overall volume of the Contract increases significantly, PGCC reserves the right to negotiate more favorable pricing for the Contract. The service to PGCC must not diminish as a result of other institutions utilizing the Contract.

11. MINORITY BUSINESS ENTERPRISE (MBE):

Minority Business Enterprise participation is important to PGCC. Prince George's Community College strongly encourages qualified local minority businesses and local business to provide goods and services for the performance of College functions. Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation. A Minority Business Enterprise (MBE) is any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women and the physically or mentally disabled), or a non-profit entity organized to promote the interest of the physically or mentally disabled.

Although State certification is not required, Offerors shall be required to provide adequate proof that each MBE proposed/ utilized meets the College's requirement/status and be required to execute the College's MBE Affidavit or other execute/provide other required documents determined by the College, at a later date.

Potential proposers that are not certified by the Maryland Department of Transportation (MDOT), are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website: <http://www.mdot.state.md.us/mbe/index.html>.

The MBE Goal for this Procurement is 15%.

Firms are to complete the pages 30-32 of this Solicitation (see Attachment M) and submit the forms within their submission.

12. ACCEPTANCE OF TERMS AND CONDITIONS:

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

Enclosures:

PGCC Professional Services Contract (Sample)
Appendix S Solicitation Terms and Conditions
Attachment B
Appendix M

Pricing Sheet

Title:

Due Date:

Firm/Contractor: _____

Responses must include all pricing/fees associated with providing the Services. You may add additional sheets as necessary.

Pricing may include but are not limited to:

Account Manager/Executive:

- Flat and Fixed Hourly Rate
- Flat and Fixed Monthly Fee
- Flat and Fixed Project/Program Fee
- Flat and Fixed Hourly Rate by Position/Role
- Digital Services rare per 1,000 impressions.

(Signatures should be placed on following page.)

The Offeror represents, and it is a condition precedent to acceptance of this proposal, that the Offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

VENDOR NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____

PRINTED NAME _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

In Presence of Witness:

(Name of Co - Partnership)
ADDRESS _____

TELEPHONE NO. _____
Printed Name: _____

_____ as to

BY _____
(Partner)
Printed Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATION

Attest:

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

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

(Name of Corporation)
ADDRESS _____

TELEPHONE NO. _____

BY: _____

Signature of Officer and Title

Printed Name

Prince George's Community College

Professional Services Agreement

October 1, 2020

**Sample Contract
DO NOT FILL OUT**

Terms and Conditions are subject to change at the College's sole discretion

CONTRACTOR:

EIN:

Address:

Contact Phone:

Contact Name:

Contact Email:

PGCC Ordering Office:

Project Manager (PM):

PM Phone:

PM Email:

Contract Officer

Phone Number:

E-mail address:

Beth Kirk

(301) 546-0007

kirkbv@pgcc.edu

This Agreement (“Agreement” or “Contract”) is made this ___ day of July, 2020, between the Prince George’s Community College (“PGCC” or “College”), and _____ with offices located at _____, collectively the “Parties”.

CONTRACT DOCUMENTS AND TERM

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

- This Agreement Form (pages 1 through 12) and any Amendments;
- Exhibit A;
- Purchase Orders Terms and Conditions, issued under this Contract, whether attached hereto or not.

This Agreement shall be effective upon the date of execution by both parties and shall continue through _____, or until the work is complete, unless extended by amendment or terminated.

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

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

1.0 PROFESSIONAL SERVICES

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

1.2 Services shall be performed in accordance with a schedule agreed upon by the Parties. The Contractor will provide all the necessary equipment and materials to perform the Services in an expeditious manner as is consistent with good professional skill and care and the orderly progress of the Services. In the event of any conflict in terms between Exhibit A and this Agreement, the terms and conditions of this Agreement take precedence.

1.3 The PGCC will designate a staff member to act as manager (“Project Manager”) between the College and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Project Manager and also to any other PGCC personnel designated by the Project Manager. Direct contact or communication by the Contractor with other PGCC offices or any other entity concerning the Services shall be made only with the prior knowledge and concurrence of the Project Manager.

1.4 The professional contractor for the Services shall be the same person identified in this contract unless (a) a change is requested by the Contractor and approved in writing by

the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to PGCC's approval, and notify PGCC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor) shall be reported to PGCC in writing as they occur.

1.5 If applicable, any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. The Scope of Services which is set forth as Exhibit A is made a part of this Agreement.

2.0 FEES AND PAYMENTS

2.1 Contractor's rates shall not exceed the rates/fee provided in Exhibit A and all such rates/fee include all expenses in the performance of the Services. Payments shall be made upon acceptance of deliverables as outlined in Exhibit A of this Agreement or in work orders/ written directives issued by PGCC. The total aggregate maximum fee for all services provided under this Agreement shall not exceed \$_____, for services provided, unless modified by an amendment, at a later date.

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

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

2.4 The Contractor shall furnish each invoice by the 5th of each month for the previous month's work. **The Contractor shall include along with each invoice a summary of work/activities completed, a project status update, and information concerning any issues or concerns arising during the work period being invoiced.** The Contractor shall clearly reference the Purchase Order or Contract number; the type of billing, i.e., the deliverable; and, additional information as may be specifically required elsewhere in this Agreement.

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

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

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

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

3.0 EVALUATION AND ACCEPTANCE PROCEDURE

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

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

3.3 If the deliverable does not Materially Conform, PGCC shall immediately return it to Contractor with a written list of deficiencies. Contractor, at no additional cost to PGCC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to PGCC within the time period specified, or if not specified, then within ten (10) business days for further testing by PGCC. If the deliverable again fails to Materially Conform then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then PGCC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 6.3 of this Contract. If PGCC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by Contractor to which the parties may agree.

3.4 If either party fails to meet the testing period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract in material breach and begin the termination process as defined in Section 6.3 of this Contract.

4.0 ONSITE AND OFFSITE MEETINGS

The College may request the Contractor to attend meetings or working sessions PGCC's offices/campuses and/or at designated offsite locations, as needed.

5.0 OWNERSHIP OF WORK PRODUCT

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

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

5.3 All plans, presentations and any other documentation and all other relevant information prepared by the Consultant relating to the Services will become the sole property of PGCC. Title to all material and documentation, furnished by PGCC, shall remain or be returned to PGCC, upon the College's request.

6.0 OTHER TERMS AND CONDITIONS

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

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

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

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

6.5 Disputes - Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by other College officials.

6.6 Suspension of Work - The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the College.

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

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

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

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

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

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

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

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

the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

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

7.0 CONFIDENTIAL INFORMATION

7.1 Contractor acknowledges and understands that in connection with this Agreement, the performance of the Services and otherwise, Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the College's Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by the College to Contractor, including without limitation information concerning the College's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral, and includes the originals and any and all copies and derivatives of such information.

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

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

7.4 Contractor acknowledges and understands that PGCC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by PGCC's employees. The Contractor agrees that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as PGCC would be obligated if the Confidential Information was in the possession or control of PGCC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA.

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

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

7.7 Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause the College grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 8 shall be a material breach of this Agreement.

7.8 Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless College and their respective agents, servants and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services work by the Contractor, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any employee, agent or subcontractor of the Contractor. At PGCC's request, the Contractor will defend PGCC or settle any suit, claim, or proceeding brought against PGCC in relation to this contract. This obligation is not intended to be or to imply a waiver of the sovereign immunity of PGCC. The College does not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may

arise from or in any way be associated with the performance or operation of this Agreement.

9.0 RELATIONSHIP OF THE PARTIES

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

9.2 It is understood and agreed that Contractor is an independent contractor of the College, and not an employee. Except as set forth in this Agreement, the College will not withhold income taxes, social security or any other sums from the payments made to Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of the College, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.

9.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs or operations.

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

10.0 INSURANCE

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

11.0 SOFTWARE AND SECURITY (If Applicable)

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

11.2 Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures,

protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.

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

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

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

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

Prince George's Community College

Contractor

By: _____

By: _____

Terri K. Bacote-Charles
VP of Administration and Financial Affairs

Date: _____

Date: _____

Exhibit A to CONTRACT

This Exhibit A to the contract made this _____, between the Prince George's Community College ("PGCC"), and _____ ("Contractor" or "Consultant"), collectively the "Parties".

Description of Services:

Services shall include, but are not limited to:

- **Tasks and Principal Deliverables:**
- **Deliverables**
- **Payment Schedule/Fees**

APPENDIX S

SOLICITATION TERMS AND CONDITIONS

This solicitation and any subsequent award are further subject to:

1. Contractor's/Offeror's Responsibility.

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

2. Rejection or Acceptance of Proposals.

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

3. Cancellation of the SOLICITATION.

PGCC may cancel this SOLICITATION, in whole or in part, at any time.

4. Incurred Expenses.

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

5. Payment.

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

6. Intentionally Left Blank

7. Confidentiality.

7.1. PGCC's Information during the Procurement Process: The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the College's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the PGCC's confidential information. PGCC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the SOLICITATION. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to PGCC's needs and requirements, PGCC is willing to disclose certain confidential information to Offerors, including without limitation information concerning PGCC's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this SOLICITATION, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the SOLICITATION; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by PGCC, Offerors may be required to sign a Non-Disclosure Agreement.

7.2. Offeror's Information: Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by a Offeror that its entire Proposal is confidential or proprietary will not be upheld.

8. Multiple Proposals. NOT USED.

9. Alternate Solution Proposals.

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

10. Contractor Responsibilities and Use of Subcontractors

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

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

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

12. Arrearages.

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the College, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

13. Taxes.

Contractor shall exempt PGCC from taxes as applicable. Exemption Certificates shall be provided upon request.

14. SOLICITATION Response Materials.

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

15. Maryland Public Ethics Law, Title 15.

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal; (ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice

from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>. The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

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

16. Assistance in Drafting.

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://www.ethics.gov.state.md.us>.

17. Addenda Acknowledgment.

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

18. Duration of Offers.

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

19. Minority Business Enterprises.

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice. If a sub-contracting goal and/or subgoals has been set in Section I of the solicitation, refer to Appendix M for further information regarding required process and documentation.

20. Living Wage Requirements, if applicable.

A solicitation for services under a contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109. Additional information regarding the Living Wage requirement is contained in Appendix B, if applicable to this solicitation. An Offeror that fails to submit and complete the Affidavit of Agreement contained in Appendix B, if applicable, may be deemed not responsible by the Issuing Office. The College reserves the right to waive this requirement at any time during the procurement process.

21. Conflict of Interest.

The Contractor awarded the Contract shall provide the specified services for PGCC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of the provisions described in the solicitation, the Procurement Officer may reject a Contractor's Proposals. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.

Attachment B
REFERENCES FORM

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

1. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Projects:

2. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Projects:

3. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Projects:

**APPENDIX M
TO SOLICITATION AND OR CONTRACT**

**PRINCE GEORGE'S COMMUNITY COLLEGE MINORITY
BUSINESS ENTERPRISE PARTICIPATION**

I. MINORITY BUSINESS ENTERPRISE PURPOSE AND DEFINITION

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

An MBE is defined by the College as follow: A Minority Business Enterprise (MBE) is any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women and the physically or mentally disabled), or a non-profit entity organized to promote the interest of the physically or mentally disabled.

Although State certification is not required, Contractors shall be required to provide adequate proof that each MBE proposed/utilized meets the College's requirement/status and be required to execute the College's MBE Affidavit or other execute/provide other required documents determined by the College, at a later date.

Contractors/Sub-Contractors that are not certified by the Maryland Department of Transportation (MDOT), are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website: <http://www.mdot.state.md.us/mbe/index.html>.

MBE Goals and Sub Goals

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

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

An **MBE prime contractor** — may accomplish 100% the required MBE goal. A prime contractor utilizing MBE partner(s) will accomplish the MBE subcontract goal with preferably certified and local (Prince George's County) MBE subcontractors.

II. TECHNICAL PROPOSAL REQUIREMENTS

A bidder or offeror **must** include with its TECHNICAL PROPOSAL:

1. A completed **MBE Utilization Affidavit (see Appendix A)** whereby the bidder or offeror acknowledges the MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
2. MBE Participation Schedule (see Appendix B) whereby the Proposer/Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror shall specify the percentage of the contract value or dollar amount and the items of work associated with each MBE subcontractor identified on the MBE Participation Schedule.

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

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

- (1) **Outreach Efforts Compliance Statement** (Attachment M-C)
- (2) **Subcontractor Project Participation Statement** (Attachment M-D)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with the provisions in this solicitation.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the MBE participation goal.

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

IV. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly (unless otherwise modified by the Procurement Officer) to the Procurement Officer, hereafter referred to as "Department" or the College's third party designee a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days (unless otherwise modified by the Procurement Officer), as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer or designee on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the College's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the College, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Note:

A. MBE Utilization Affidavit (must be submitted with Technical Proposal)

B. MBE Participation Schedule (must be submitted with the Technical Proposal)

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

D. Subcontractor Project Participation Statement, M-D (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) , unless modified by the College, at a later date.

PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

I hereby declare and affirm that I am the _____
(Title)

and the duly authorized representative of _____

(Name of Bidder)

1. I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than ___percent of the total contract amount, and commits to make a good faith effort to achieve the goal.

Therefore, I will not be seeking a waiver pursuant to MBE provisions included in this solicitation.

OR

I conclude that I am unable to achieve the MBE participation goal and/or sub-goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub-goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with the provisions included in the solicitation or as requested by the College at a later date.

2. If requested and/or required under this solicitation by PGCC to submit an MBE Participation Schedule with our firm's Technical Proposal, I acknowledge that I will/have identify/ied the MBE's that meet the College's MBE status and goal requirements, per the solicitation documents.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award, whichever is earlier.

- (a) Outreach Efforts Compliance Statement (M-C Form)
- (b) Subcontractor Project Participation Certification (M-D Form)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided (or will be provided) not less than the same information and amount of time to respond as were (are) non-MBE subcontractors.

5. I understand that my failure to comply with the requirements of this solicitation and the contract may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.

6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH TECHNICAL PROPOSAL

MBE Participation Schedule

(for submission with Proposal)

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

Prime Contractor (Firm Name, Address, Phone	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE THE ATTACHED CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL ASIAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

TOTAL OTHER MBE PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)

Name: _____ Title: _____

MBE Participation Schedule, continued

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

NOTE: MBE FORMS M-C, AND M-D ARE TO BE
SUBMITTED **ONLY** IF THE FIRM PROGRESSES IN THE
PROCUREMENT PROCESS AS IS APPLICABLE.

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

Form M-C

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

M- D

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Description of MBE's Work to Be Performed	
Percentage of Total Contract	
Type of Bonds Required of MBE, if any and amounts:	

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

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

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

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

Prime Contractor Signature

Subcontractor Signature

By: _____

Name, Title

Date: _____

By: _____

Name, Title

Date: _____

FORMS E AND F THAT FOLLOW ARE TO BE USED TO
REPORT PAYMENTS/NON-PAYMENTS

MBE M-E (Sample)

**Minority Business Enterprise Participation Prime
Contractor Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____	Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
Report is due by the 15th of the following month, or as requested by the College.	

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

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

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

Contact person: _____
Dept: _____
Address: _____

Signature: _____ Date: _____

MBE M-F (Sample)

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>Total Dollars Unpaid: \$ _____</p>	
Prime Contractor:		Contact Person:

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

Contact Person: _____
Dept.: _____
Address: _____

Signature: _____ Date _____

PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE PARTICIPATION ADDITIONAL PROVISIONS

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

MBE 2. Waiver.

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

- (a) A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs, including:
 - (1) The names, addresses, dates and telephone numbers of MBEs contacted, and;
 - (2) A description of the information provided to MBEs regarding the specifications, and anticipated time schedule for portions of the work to be performed;
- (c) As to each MBE that had placed a subcontract quotation or offer which the successful bidder/contractor considers not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) A list of minority subcontractors found to be unavailable. This list may include a statement from the apparent successful bidder/contractor that the minority business refused to give the required documentation, or documentation proving reasonable outreach and verification from the MBEs.

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

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

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

amendment. MBE 4. Compliance.

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

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

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

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

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

- (a) Termination of the Contract in whole or in part for cause;
- (b) *Liquidated damages;
- (c) Initiation of any other specific remedy identified by Contract; or
- (d) The college may use any other compliance mechanism authorized by Contract or by law.

MBE 4.4 Liquidated Damages.

Liquidated damages may include but are not limited to:

- 1) a per-day penalty in an amount determined by the College for failing to provide reports in full compliance with the College's MBE provisions;
- 2) a per-subcontract penalty for every subcontract that does not require subcontractors to submit payment reports per the College's MBE provisions;
- 3) a penalty for terminating, canceling, or changing the scope of work or value of a contract with an MBE subcontractor and/or amending the MBE participation schedule in an amount that equals the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract; and
- 4) a penalty for failure to meet the Contractor's total MBE participation goal and sub-goal commitments in an amount equal to the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

MBE 4.5 Other Provisions

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