



ALLEGANY COLLEGE *of* MARYLAND

12401 Willowbrook Rd
Cumberland, MD 21502

REQUEST FOR PROPOSALS

No. BPM042877

EXECUTIVE SEARCH FIRM

MARCH 19, 2024

Submit Sealed Competitive Proposals To:

Sherry Buffenmyer
Director of Fiscal Affairs
Allegany College of Maryland
12401 Willowbrook Rd
Cumberland, MD 21502
Vendor.proposals@allegany.edu

Deadline for Receipt of Proposals: APRIL 5, 12:00 PM EST



ALLEGANY COLLEGE
of MARYLAND

March 19, 2024

To All Interested Firms:

Allegany College of Maryland requests proposals from executive search firms to assist in the solicitation and selection for the next President of Allegany College of Maryland. Proposals will be accepted at Allegany College of Maryland, Attn: Sherry Buffenmyer, 12401 Willowbrook Road, Cumberland, MD 21502, vendor.proposals@allegany.edu, until 12 p.m. EST on April 5, 2024. Late proposals will not be considered. It is the responsibility of each firm to ensure that their proposal is delivered according to the submission requirements in the attached proposal by the scheduled date and time.

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

Sincerely,

Sherry Buffenmyer
Director of Fiscal Affairs

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS No. BPM042877**

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**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS No. BPM042877**

FIRM NAME _____

Volume One Technical Proposal Check List of Items Required

This document is for the firm's convenience only to help assist in assuring that all information is included in the submittal of their technical proposal.

- ___ 1. Section 1.0, Title Page
- ___ 2. Section 2.0, Firm's Qualifications and Relevant Experience
- ___ 3. Section 3.0, References
- ___ 4. Section 9.0, Additional Information, Subcontractor's Information
- ___ 5. Section 9.0, Additional Information, Statement of Warranty/Guarantee
- ___ 6. Section 9.0, Additional Information, Other

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS No. BPM042877**

FIRM NAME _____

Volume Two College Submittal Documents Check List of Items Required

This document is for the firm's convenience only to help assist in assuring that all information is included in the submittal of their proposal.

- ___ 1. Section 4.0 Firm's Price Proposal
- ___ 2. Section 5.0 Acknowledgement of Addenda
- ___ 3. Section 6.0 Conflict of Interest
- ___ 4. Section 7.0 Ethics Statement
- ___ 5. Section 8.0 Bid/Proposal Affidavit
- ___ 6. Section 9.0 Additional Information, Proof of Insurance
- ___ 7. Section 9.0 Additional Information, Financial Stability
- ___ 8. Section 9.0 Additional Information, Minority Participation
- ___ 9. Section 9.0 Additional Information, Vendor Information
- ___ 10. Section 9.0 Additional Information, Form W-9, Request for Taxpayer Identification Number and Certification

**TENTATIVE SCHEDULE OF EVENTS FOR PROCESS OF SELECTION OF FIRM,
CONTRACT AWARD**

| | |
|----------------|--|
| 03/19/2024 | Advertisement placed in local newspapers and letters of solicitation sent to specified firms. |
| 03/29/2024 | Cut-off date for questions. All questions and requests must be in writing and submitted by E-mail to mduckworth@allegany.edu , by no later than 12:00 p.m. EST. |
| 04/05/2024 | Proposals are due no later than 12:00 p.m. EST to vendor.proposals@allegany.edu Proposals will not be publicly opened. |
| April 2024 | Evaluation of proposals by Board of Trustees |
| April 2024 | Award of consulting services contract |
| May 2024 | Launch Presidential Search |
| August 2024 | Search Committee reviews applications |
| September 2024 | Interviews commence for top candidates for identified groups: Search Committee, President's Cabinet, Constituency Groups, Community Members |
| September 2024 | Town Halls Conducted |
| September 2024 | Search Committee recommends top candidates to Board of Trustees |
| October 2024 | Board of Trustees interviews top candidates |
| October 2024 | Board of Trustees select top candidate |
| November 2024 | Board of Trustees approve contract of new President |

SECTION I GENERAL INFORMATION

1.1 PURPOSE

Allegany College of Maryland is seeking a qualified executive search firm to assist in the solicitation and selection of a President for the College. The selected firm should be highly qualified in the field of executive recruitment, preferably at the national level. Interested and qualified firms are requested to provide sealed competitive proposals in accordance with the time frame, scope of services, and specifications as provided herein.

1.2 CONTACT POINT

Prospective bidders should direct questions about the specifications and scope of the project to Melinda Duckworth, Executive Director of Human Resources at 301-784-5230 or mduckworth@allegany.edu. Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. All questions must be received no later than 12:00 p.m. EST on March 29, 2024.

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

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

The College may designate one or more of its employees as liaison to interested firms at its discretion. This designation may be made after the proposal submission deadline. Communication between the firm and the College would then be made through the designated liaison after that point.

1.3 PROPOSAL DOCUMENTS

If a firm fails to use or fully complete the College's submittal documents as defined, the College may determine the firm's proposal to be technically non-responsive.

The College provides copies of the RFP on the terms stated above for the sole purpose of obtaining proposals for the work described in the RFP. The College does not grant permission for any other use of these documents.

Parties who have received this document from a source other than Allegany College of Maryland should immediately contact mduckworth@allegany.edu listed as the contact in paragraph 1.2 above and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any prospective offeror who fails to notify the Contact in paragraph 1.2 above with this information assumes complete responsibility in the event that they do not receive communications from Allegany College of Maryland prior to the submission date.

1.4 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries and/or requests for clarification of the documents, specifications or the process as a whole in writing to Melinda Duckworth, mduckworth@allegany.edu by March 29, 2024 by 12:00 p.m. EST. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

Firms are advised that the College reserves the right to use its best judgment in providing or not providing a response to any question(s) received after the above cutoff date for questions.

1.5 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP

The College reserves the right, at its sole discretion, to amend or modify any provisions of the RFP or to withdraw the procurement at any time prior to the award of a contract. This final decision will be based on the College's best interest.

The College reserves the right to change the contents of this RFP where necessary for the proper fulfillment of the intent of this procurement. Changes will be made in the form of written addenda. The written addenda will be e-mailed to the contact's e-mail filed with the College, which will be considered as sufficient service upon the firm of such addenda. The date of said addenda will be the date of such e-mail communication. Verbal changes to the RFP are not valid unless confirmed by written addenda.

If revisions or changes are required in connection with this contract which, in the opinion of the College, are rendered necessary as a result of the firm's services or the firm's subcontractor services, if any, or if the firm's work is determined by the College to be inferior, defective or not in accordance with terms of the firm's proposal and subsequent contract, the firm must, promptly upon receipt of notice from the College, and without expense to the College:

1. Place in satisfactory condition in every particular all such work and correct all defects therein;
2. Make good all work, which in the opinion of the College is the result of failure on the part of the firm to respond to or correctly complete the terms of the contract.

If the firm, after notice, fails to proceed promptly to comply with the terms of the guarantee, the College may have the work corrected by another company and the firm will be liable for any and all expenses incurred.

1.6 TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical proposal and College submittal documents. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, each Firm shall submit its proposal in two separately sealed volumes. Refer to Section II Submittal Format, paragraph 2.2 General Organization of Submittal Contents, page 10 of the RFP.

1.7 SUBMISSION OF PROPOSALS

Proposals must be **submitted electronically**, via one email. In the email, attach two separate PDF file attachments, by 12:00 PM EST, by no later than April 5, 2024. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **College Submittal Documents**. The subject line of the email must include “Response to RFP No.BPM042877 – Executive Search Firm”.

Email Address: vendor.proposals@allegany.edu

Any proposal received electronically after the specified deadline will be automatically rejected.

In addition to the electronic submission, one original hard copy proposal is also required, and must be submitted as follows:

- One completed, signed original technical proposal, along with any addenda acknowledgements, if applicable.
- One original, College submittal documents, marked as such, and submitted in a separate envelope.

Hard copy bid response must be received by the College within ten (10) business days of the electronic submittal deadline date. Vendor proposal will not be rejected, if hardcopy is not received by the proposal submittal deadline. However, it must be received prior to contract award or sooner.

Original hardcopy bid shall be mailed or delivered to the following address:

Allegany College of Maryland
Attn: Sherry Buffenmyer
12401 Willowbrook Road
Cumberland, MD 21502

Executive Search Firm RFP No. BPM042877 should be reflected on outside of package.

All costs incurred by the responding firms associated with the preparation, submission, presentation of 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(s) and will not under any circumstances be reimbursed by the College.

1.8 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS

In the event that the College is closed as a result of inclement weather or for other unanticipated reasons, proposals will be due on the next day that the College is officially opened, at the same time specified. In the event that the College has a delayed opening on the date that the proposals are due, the proposal's date and time will not change. Information regarding the College's closings or delayed opening may be obtained by calling 301-784-5000 or at www.allegany.edu.

1.9 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

It is the firm's responsibility to ensure that its proposal is received no later than the date and time specified in this RFP, at 12:00 p.m. EST April 5, 2024, according to the Submission of Proposals. Proposals may be submitted at any time prior to this date and time. Any proposal, request for withdrawal or request for modification received after this date and time is late.

Late proposals, withdrawals, or request for modifications will not be considered unless it is received before award is made and the late proposal would have been timely but for the sole or paramount action or inaction of College personnel.

A late modification of a successful proposal that makes its terms more favorable to the College shall be considered at any time it is received and may be accepted.

1.10 ERRORS IN PROPOSALS

Firms are responsible for the accuracy of their proposals. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by Sherry Buffenmyer or vendor.proposals@allegany.edu before the latest time specified for the receipt of proposal. All proposals are considered final after the date and time designated for receipt of proposal. Proposals may not be withdrawn, modified or canceled for a period of 180 days after the date and time designated for receipt of proposals. Withdrawal of a proposal after the deadline for receipt of proposals will not be permitted, except 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 that instance, an exception may be made by the College. 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.

Firms are responsible for the accuracy of their proposed prices. In the event of a discrepancy between the unit price and its extension, the unit price will govern. In the event of a discrepancy between written words and figures on the proposal forms, the amount stated in written words will govern.

The College may contact any and all firms to verify information included in a proposal and may clarify any questions regarding the information submitted in the proposal to make sure the submitted proposal is both responsive and responsible. The College may waive or permit cure of minor irregularities. The College may waive any formalities, informalities and technicalities in evaluation of the proposal as are deemed appropriate, necessary and in the College's best interest.

1.11 EVALUATION OF PROPOSALS

Proposals must meet the proposal requirements as stated under Section II Submittal Format of this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award.

The College may make any investigations deemed necessary to determine the ability of a firm to provide the work as specified herein.

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. Firms 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.

A College evaluation team will utilize the information submitted to evaluate proposals. Award will be based upon factors in addition to price and may not necessarily be made to the lowest offer. The firm that is judged to be best qualified to render the services, price and other factors considered, will be selected. The firm may be invited to make an oral presentation so that the College may gather more definitive information on the firm's work proposal and clarify any questions it may have on the firm's proposal. It is the College's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive and responsible firm for the provision of the work.

1.12 CRITERIA FOR CONTRACTOR SELECTION AND EVALUATION OF PROPOSALS

The evaluation process will focus on the firm's responsiveness to the Scope of Work, the firm's demonstrated track record in performing the services described, and the firm's ability to provide superior value to the College. Specifically, each responsive proposal will be evaluated on the basis of the factors listed in order of importance below:

1. National and regional experience and qualifications of proposed search team in successfully recruiting presidential leadership at colleges and universities.
2. Proposed process and timing for conducting the search, including process for identifying and attracting highly qualified candidates.
3. Pricing and fee structure, including administrative costs and expenses.
4. Assessment of references from institutions and individuals concerning your presidential search experience.

1.13 AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the firm complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is the best interest of Allegany College of Maryland to award the contract.

Allegany College of Maryland may reject any and all proposals, at any time, whenever such is in the best interest of the College. A firm's proposal may be rejected for one or more, but not limited to the following reasons:

1. Failure of the firm(s) to submit a Proposal within the time frames specified;
2. Failure of the firm(s) to provide the required information;
3. Failure of the firm(s) to respond to the request for clarification, presentation or demonstration;
4. Failure of the firm to follow the prescribed RFP instructions, including preparation, submission and response format;
5. Collusion among or between firms;
6. Unbalanced proposals: Proposals in which the prices quoted for some work are inconsistent with prices quoted for similar work;
7. Lack of responsibility on the part of the firm;
8. Financial instability of firm submitting the proposal;
9. Failure of the firm to successfully negotiate a contract;
10. Submission of a proposal that does not meet the College's requirements as outlined.

The College may reject any proposals if the evidence submitted by, or investigation of, such contract herein.

Conditional proposals will not be accepted.

If the firm, to whom an award is made, fails to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm. The second firm will be required to fulfill every stipulation included herein, as if it was the original party to whom the award was made. If the second firm fails to fulfill its obligations, the College may reject any and/or all of the proposals at its discretion.

1.14 GOVERNING LAW

Any contract awarded as a result of this RFP will be governed by the laws of the State of Maryland. The successful firm will be required to observe and comply with all Federal, State, and local laws, ordinances, orders, codes and regulations, including but not limited to, those relating to undocumented workers and the Uniform Commercial Code, all existing at the time of, or as amended subsequent to, the execution of a contract which in any manner affects the contractual requirements.

Any contract awarded as a result of this RFP will require that only United States citizens and/or persons legally authorized to work in the United States be employed on this project.

It is the responsibility of the firm to ensure that all work to be performed under the awarded contract shall be done in strict compliance with all applicable Federal, State and local laws and regulations. In the event that a provision or specification in this RFP is in conflict with applicable laws and regulations, the firm must inform the College, indicate such in its proposal and propose alterations to the conditions specified.

As required by Maryland law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the College, compliance with this law is mandatory.

1.15 ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

1.16 ALLEGANY COLLEGE OF MARYLAND RESERVED RIGHTS

Allegheny College of Maryland reserves the right to:

Adopt any or all portions of the firm's proposal to best serve the needs of the College;

Modify or waive minor irregularities and technical defects in the firm's proposal to protect the best interest of the College.

1.17 NONDISCRIMINATION CLAUSE

The successful firm agrees (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (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.

If the successful firm or its consultant(s) willfully fails to comply with the nondiscrimination provision, the College may, where the contract is still executory in part, compel continued performance of the contract, it will be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the College under the contract will be set off against sums to become due as the contract is performed.

1.18 INDEMNIFICATION CLAUSE

The firm must name Allegany College of Maryland as an additional insured on all liability insurance policies, as well as clearly state that it will hold harmless and defend Allegany College of Maryland, its Board of Trustees, faculty, staff, agents and employees, from any and all claims, actions, or judgments including the expenditure of attorney's fees and costs arising out of or incident to the performance of the contract, on the Certificate of Insurance.

1.19 ASSIGNMENT AND SUCCESSORS

Firm shall not assign rights or delegate duties under this RFP, or subcontract any part of the performance required under this RFP, without the express, written consent of the College. This contract shall insure to the benefit of and be binding upon the firm and the College and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the College.

1.20 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT

The proposal, addenda and subsequent submittals required as a part of the proposal evaluation process will become an integral part of the final contract.

All documents and contract administration provided by the successful firm must satisfy the College's requirements as outlined in the RFP. No payment will be made to the successful firm until the documents have been received and approved and the service completed and accepted by the College as responsive to all the College's requirements.

If there be any conflict between these specifications and the final contract document, the specifications contained herein will take precedence.

1.21 CONTRACT TYPE AND PAYMENT SCHEDULES

The contract will be in the form of a purchase order(s) and all related contract documents, to include, but not limited to, the College's RFP and addenda, the firm'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 firm.

Precise payment date(s) will be finalized during contract negotiations.

The College will exclusively pay the primary firm for all work performed as a result of this RFP. The primary firm will be obligated to appropriately compensate any and all subcontracted firms, if applicable.

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.

1.22 NEWS RELEASES

News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of Allegany College of Maryland.

END OF SECTION

SECTION II SUBMITTAL FORMAT

2.1 INTRODUCTION

All proposals must be organized in accordance with the format listed in paragraph 2.2 below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and result in disqualification. Non-conforming and proposals not responsive to the stated requirements may be rejected at the discretion of College officials.

2.2 GENERAL ORGANIZATION OF FIRM'S PROPOSAL CONTENTS

Proposals must be organized in the following format:

Volume One Technical Proposal:

- Section 1.0 Title Page
- Section 2.0 Firm's Qualifications and Relevant Experience
- Section 3.0 References
- Section 9.0 Additional Information – Subcontractor's Information
- Section 9.0 Additional Information - Other

Volume Two Submittal Documents:

- Section 4.0 Firm's Price Proposal
- Section 5.0 Acknowledgement of Addenda
- Section 6.0 Conflict of Interest Statement
- Section 7.0 Ethics Statement
- Section 8.0 Bid/Proposal Affidavit
- Section 9.0 Additional Information – Proof of Insurance
- Section 9.0 Additional Information – Financial Stability
- Section 9.0 Additional Information – Minority Participation
- Section 9.0 Additional Information – Vendor Information

2.3 SECTION 1.0 – TITLE PAGE

The title page must be on company letterhead and should include the name and working address of the firm submitting a proposal, the name and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: "Request for Proposal No. BPM042877 – Executive Search Firm".

2.4 SECTION 2.0 – FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services furnished under this contract shall be from firms regularly engaged in this type of work for a minimum of five years, and should be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

2.4 SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE (continued)

The College reserves the right to request any other information and data it deems necessary to determine if the firm’s proposal is both responsive and responsible and that the firm is fully qualified to handle the project as specified.

The following information must also accompany the Proposal and should be attached with a cover sheet indicating Section 2.0 – Firm’s Qualifications and Relevant Experience (please see pages 19 and 20 of the submittal documents for detailed required information). Moreover, each attachment included shall be clearly marked with the corresponding item number and description of attachment as referenced in the RFP so that it is easily identified (i.e. Company Information):

1. Company Information
2. Management/Project Approach
3. Experience

2.5 SECTION 3.0 – REFERENCES

Firm shall supply a listing of at least three (3) clients for whom a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Allegany College of Maryland should not be one of these references. For each reference, the firm shall include the following information:

1. Name of client;
2. Address of client;
3. Name and title of person who may be contacted for the reference;
4. Telephone number and fax number, as well as e-mail address, for the contact person;
5. Scope of work and date of project

Allegany College of Maryland will contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications.

2.6 SECTION 4.0 – FIRM’S PRICE PROPOSAL

All proposal pricing shall be exclusive of taxes, where applicable. A copy of the college’s tax exemption certificate can be provided upon request.

Required price proposal information:

1. Base Cost – Consultant Total Fixed Fee for Presidential Search Consulting Services
2. Total Reimbursable Fees (e.g., Travel) Not to Exceed (NTE)
3. Additional Pricing – Hourly Rate for additional services beyond the Scope of Work detailed in the RFP

2.7 SECTION 5.0 – ACKNOWLEDGEMENT OF ADDENDA

Addenda are incorporated into and are considered to be an integral part of the RFP.

Firms must determine prior to submitting a proposal that they have received all addenda issued and must acknowledge receipt by completing Section 5.0 of the submittal documents of this RFP and returning with Firm's proposal.

2.8 SECTION 6.0 – CONFLICT OF INTEREST STATEMENT

Firms must certify that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest for this project; or if so, firms shall state the facts or circumstances. The Conflict of Interest Statement is attached as Section 6.0 under the submittal documents section of this RFP and must be completed and returned with the firm's proposal package. Employees of the College whose duties include matters relating to or affecting the subject matter of this contract, shall not, during the pendency and term of this contract and while so employed, become or be an employee of the firm or any entity that is a subcontractor on this contract.

2.9 SECTION 7.0 – ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Section 15-101, 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. A copy of the Ethics Statement is included as Section 7.0 of the submittal documents of this RFP and must be completed and returned with the firm's Proposal package.

2.10 SECTION 8.0 – BID/PROPOSAL AFFIDAVIT

The bid/proposal affidavit included as Section 8.0 of the submittal documents of this RFP must be executed by each responding firm and submitted with the firm's proposal package.

2.11 SECTION 9.0 – ADDITIONAL INFORMATION

The following information must also accompany the Proposal and should be attached with a cover sheet indicating Section 9.0 – Additional Information. Moreover, each attachment included shall be clearly marked with the corresponding item number and description of attachment as referenced in the RFP so that it is easily identified (i.e. Proof of Insurance):

1. Proof of Insurance: firms must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under the Statement of College Requirements included herein. Additionally, the proof(s) of insurance shall verify that

the primary firm holds, or if awarded the contract, will hold in their company's name, all required insurance at the specified limits.

The firm and each separate consultant must purchase and maintain such insurance as will protect the firm(s) from claims under workers' compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the firm's operation under the Contract, whether such operations or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the following coverage:

Workers' Compensation and Occupational Disease – Statutory. Including a Waiver of Subrogation in favor of the college.

Employer's Liability (including Occupational Disease Coverage)
\$1,000,000.

Commercial General Liability, including Premises/Operations, Contractual, and Products/Completed Operations coverage with \$1,000,000 per occurrence and \$2,000,000 aggregate limits.

Commercial Automobile Liability covering firms owned, non-owned and hired vehicles used in the performance of the work - \$1,000,000 Combined Single Limit or as required by law, whichever is the greater and must include contractual liability insurance as applicable to the firm's obligations as covered in this section.

Commercial Umbrella coverage at a limit of no less than \$2,000,000.

Professional Liability (Errors & Omission) at a limit not less than \$2,000,000.

- A. Certificates of such insurance must be filed with the College. Without in any way limiting the generality or beneficiaries of the foregoing, this insurance shall specifically mention the College.
- B. Any other appropriate insurance that may be required to properly protect the firm, subcontractor and the college in the final contract award.
- C. Firm must not commence work under the contract until it has obtained all required insurance and until such insurance has been approved by the College. Firm must not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of insurance by the College will not relieve or decrease the liability of the firm.
- D. The firm must furnish proof of carriage of insurance to the College. The certificates must show the type, amount, class

operations, effective dates and date of expiration of policies within ten (10) days from receiving the "Notice to Proceed." Such certificates shall substantiate the following statement: The insurance covered by this certification may not be canceled or materially altered, except after thirty (30) days written notice has been received by the College.

- E. Any and all subcontractors hired by the firm are required to carry appropriate insurance as required by the quote and also, the policies should name the firm as an additional insured on such subcontractor's policies. Evidence that all insurance coverages have been issued must be provided to the college prior to award of this contract.
 - F. All insurance is to be issued in the name of Allegany College of Maryland and the firm as their respective interests appear; however, a separate owners protective liability policy may be required to be issued in the name of the college to cover its interests. The property damage insurance with the firm shall provide in the college's name shall also cover the collapse of or structural damage to any building or structure, or damage to any public or private property and damage to underground property. The insurance policy provided for the protection of the firm must cover any liability assumed under its contract. The college must be furnished with certified evidence that insurance is in full force and effect and in appropriate form throughout the contract.
 - G. Contractor must assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this contract.
2. A list of all subcontractors' names, addresses, telephone numbers and contacts. If the firm does not use subcontractors, this should be clearly stated under this section.

3. Financial Stability:

Provide independently audited, reviewed or compiled financial statements for the two most recent complete years. Financial statements should include Balance Sheet, Income Statement and Statement of Cash Flows, as well as notes, disclosures and/or opinions as referenced in the auditor's report.

If audited financial statements are not available, the firm should provide other documents to support financial stability. A letter of reference from the firm's bank or financial institution, credit reference letters, in addition to internal financial statements and the two most recent year's tax returns should be provided.

The College at its option may require additional documentation to provide evidence of financial stability, and or to reduce the risk exposure of the College. Additional documentation may include but not be limited to complete Dun & Bradstreet report inclusive of a Dun & Bradstreet rating, interim internal financial reports, performance bond, letter of credit, or the establishment of an escrow account.

FAILURE TO PROVE FINANCIAL STABILITY MAY RENDER THE FIRM'S PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

By submitting a response to this solicitation, the firm represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it will not become in arrears during the term of the contract if selected for contract award.

4. Statement of Warranty/Guarantee:

The firm shall provide its standard statement of any and all warranties against defects in design and workmanship to be supplied by the firm and the terms for replacement or credit for any such items. Also included shall be a statement with regard to labor and the firm's standard terms and conditions for claims for defective workmanship.

Guarantees supplied by the successful firm shall include a statement on protection provided to the College from personal injury, loss, clean-up, fines and damage claims resulting from any of the work performed under the final contract. Firm shall in all respects provide the College with any and all statutory warranties and/or guarantees that are required under Federal, State and local laws as well as any additional warranties and/or guarantees which may be available.

5. Minority Participation: Describe how your firm proposes to actively encourage MBE participation on this project inclusive of your firm's demonstrated history of such MBE participation level on other completed project.
6. Other: Provide detailed information regarding a unique or special service, noteworthy expertise on staff, or other added feature or value.
7. Vendor Information: The firm must include the completed Vendor Questionnaire and W-9 as part of its submittal.

END OF SECTION

SECTION III SCOPE OF SERVICES

OBJECTIVE

Allegany College of Maryland is seeking proposals from qualified firms to facilitate and assist the Board of Trustees with identifying the next President. This request for proposal is designed to provide a listing of the basic information regarding the search process requirements, but is not intended to limit the proposal's content or exclude any relevant or essential data. Consultants are encouraged to expand upon the specifications after meeting the requirements. The goal of the services is for the Consultant to assist the Search Committee and the Board of Trustees in hiring the best qualified candidate for its next President.

COLLEGE INFORMATION

Allegany College of Maryland is a high quality, low cost educational community college with its main campus set in the mountains of Maryland's Allegany County, a second campus in Pennsylvania's Bedford County, and additional teaching sites in our surrounding areas. ACM is one of 16 community colleges in Maryland and is located in the western panhandle within a five-minute drive to neighboring states of West Virginia and Pennsylvania. Read our [vision and mission](#) and you will quickly find out that we are a college that cares about our students and the communities we serve. ACM is open to all students who can benefit from collegiate instruction. Admission or readmission to certain programs is selective; but for the most part, Allegany College of Maryland maintains an open-door admissions policy.

Enrolling more than 3,000 credit students and logging approximately 6,000 continuing education registrations per year, our small, attentive college atmosphere with a 13:1 credit student to instructor ratio, engages students of all ages and backgrounds in rich, challenging learning opportunities at all of our three campuses. Whether we're preparing students for career entry, readying students for transfer, or simply helping individuals rediscover their personal interests, we prepare students for lives of fulfillment, leadership, and service in our diverse, global society.

We offer course and program offerings tailored to the needs of our students as well as to the cultural and economic demands of our community. We place a heavy emphasis on developing highly specialized curricula, including those in the technological and allied health areas, to satisfy the identified employer needs of our region. In total, ACM offers 100 academic programs of study.

Allegany College of Maryland students reflect the diversity of backgrounds and lifestyles of its regional population. Most students live within a 30-mile radius of one of the three campuses; however, ACM is one of few community colleges to offer on-campus housing. Thus, the College enrolls students from across the state of Maryland as well as throughout the nation. The College welcomes the increasing number of veterans, homemakers, and employed adults seeking to upgrade job skills or contemplating career changes.

SCOPE OF SERVICES

1. Provide a detailed timeline indicating when the scope of services will be completed. Within the schedule, identify the requirements of the Board of Trustees, Search and Selection Committee and college liaison.
2. Coordinate regularly with the Search and Selection Committee Chair and the college liaison on timelines and search progress. Submit reports to the Board of Trustees at completion of major milestones or upon request.
3. Develop and recommend recruitment strategies to achieve an appropriate, highly-qualified pool of potential candidates.
4. Assist in the development of the position announcement for use in national, regional and local publications and websites.
5. Provide a template of letters including response to nominations, letters of rejection and any other appropriate communications.
6. Provide a list of materials to be included in applicant packets.
7. Identify qualified potential candidates and seek nominations. All qualified resumes will be reviewed by the Search and Selection Committee.
8. Provide detailed summaries and documents on all candidates including portfolios for the Search and Selection Committee.
9. Assist the Search and Selection Committee in identifying criteria for scoring materials submitted by the candidates.
10. Assist the Search and Selection Committee in the development of interview evaluation materials.
11. Provide training for Search and Selection Committee on screening and interviewing processes, paying particular focus on legal aspects of interviewing and process.
12. Assist in the development of a web-based communication plan for the ACM community.
13. Provide a secure website for posting, reviewing, and evaluating applications.
14. Assist with agenda and schedule coordination for semi-finalists (8-10) and finalists (3-4) candidate interviews, to include travel arrangements and briefing of candidates prior to and after the interview.
15. Complete reference and background checks for applicants in accordance with criteria developed by the Board of Trustees for the finalists.
16. Maintain regular contact with the candidates to ensure open communication with candidates during the search process.
17. Maintain accurate recordkeeping for all aspects of the search. All information on the candidates will become the property of Allegany College of Maryland.
18. Assure that all equal opportunity and affirmative action statutes and guidelines are met throughout the entire search process.

END OF SECTION

APPENDIX A – SUBMITTAL DOCUMENTS

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE

The following information must also accompany the Proposal and should be attached with a cover sheet indicating Section 2.0 – Firm’s Qualifications and Relevant Experience. Moreover, each attachment included shall be clearly marked with the corresponding item number and description of attachment as referenced in the RFP so that it is easily identified (i.e. Company Information).

A. Company Information:

1. Provide a profile of the firm including a brief narrative of the history of the firm, location, main telephone number, fax number, and website. Identify the number of employees, ownership, and any pending liens, claims or lawsuits against the firm. If liens, claims, or lawsuits are pending, please describe.

B. Management/Project Approach Information:

1. Describe the firm’s general approach and methodology and how the firm interprets its role when filling executive leadership positions. Include an overview of the process, project requirements and tasks to be completed.
2. Describe any professional fee guarantees if the employment of the selected candidate is terminated within one year of hire.
3. Provide the name, title, email and phone number of the individual who would have primary responsibility and final authority for the project resulting from this RFP. Provide a resume for this individual; specifying the person’s experience related to this type of search, particular skills, education, other experience, significant accomplishments, and any other pertinent information. Provide two professional references for this person.
4. Identify other key individuals within the firm who will have responsibility as it relates to the College’s project under the proposed contract. Provide a resume for each of the named individuals; specify the person’s experience related to this kind of search, particular skills, education, other experience, significant accomplishments, and any other pertinent information. Each resume should include the names and contact information for at least two professional references. The successful firm is expected to commit the staff identified in its proposal to perform the assigned duties. Any staff substitution must be approved by the College. If an oral presentation is given, the individual having primary responsibility should be present and participate in the presentation.

**ALLEGANY COLLEGE OF MARYLAND
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5. Describe the overall proposed project staffing/organization and internal controls to be used during the course of the project. Include an organizational chart of your firm indicating line of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.
6. Provide a statement that the firm has the resources available to assure meeting an aggressive implementation schedule.
7. Provide project scheduling in the form of a bar chart for this specific project. The dates listed in the RFP, and contract, are mandatory milestones and dates for completion. The firm may offer, and the College will consider, alternative schedules that improves upon the completion dates as listed.
8. Identify what your firm may see as the greatest threat to the successful completion of the Scope of Services as described in this RFP and the firm's approach to minimizing this threat.

C. Experience:

1. Indicate the experience the firm has in the area of conducting nationwide searches for President/CEO's for major institutions, experience specifically related to searches for President/CEO's for institutions of higher education, specifically searches for Presidents for community colleges.
2. Describe the firm's past working relationships with search committees.
3. Supply a listing of successful executive searches the firm has conducted in the last five years. The listing must include the name of institution, type of search, and dollar value.
4. If the firm has had a contract terminated for default in the last five years, describe such incident. Submit full details of their terms for default including the other parties' name, address, and phone number. Present the firm's position on the matter. The College will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the firm in the past five years, so indicate.

**ALLEGANY COLLEGE OF MARYLAND
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SECTION 3.0 - REFERENCES

Proposing Firm's Name: _____

All references must be from customers for whom your company has completed work similar to the specifications of this proposal.

1.
Company: _____
Address, City, State, Zip: _____
Name/title of Contact Person: _____
Telephone : _____ Fax: _____
E-mail: _____
Provide the scope of work and date of project: _____

2.
Company: _____
Address, City, State, Zip: _____
Name/title of Contact Person: _____
Telephone : _____ Fax: _____
E-mail: _____
Provide the scope of work and date project: _____

3.
Company: _____
Address, City, State, Zip: _____
Name/title of Contact Person: _____
Telephone : _____ Fax: _____
E-mail: _____
Provide the scope of work and date project: _____

**ALLEGANY COLLEGE OF MARYLAND
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SECTION 4.0 - FIRMS PRICE PROPOSAL

To Whom It May Concern:

I/We _____

of _____

The undersigned, examined the RFP prepared by Allegany College of Maryland and does hereby offer a proposal for the Executive Search for the President in accordance with the RFP No. BPM XXXXX including addenda issued prior to date of receipt of proposals which is/are acknowledged via signature below, for the following proposed prices:

A. BASE COST

| Description | Total Fixed Fee |
|---|-----------------|
| Consultant Total Fixed Fee for Presidential Search Consulting Services: | \$ _____ |

B. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEED (NTE)

| Description | Not to Exceed |
|--|---------------|
| Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): <u>Please attach itemized list of fees.</u> | \$ _____/NTE |

C. ADDITIONAL PRICING

| Description | Hourly Rate |
|---|-------------|
| Hourly Rate for Additional Services beyond the Scope of Work detailed in the RFP: | \$ _____/HR |

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 4.0 - FIRMS PRICE PROPOSAL (continued)

PROPOSING FIRM'S NAME _____

SUBMITTAL OF PROPOSALS:

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.

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, 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.

TIME FOR COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

DECLARATION OF INTEREST:

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.

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 4.0 - FIRMS PRICE PROPOSAL (continued)

SIGNATURE OF FIRM:

_____ By _____
Firm Name Signature of Firm Representative

_____ _____
Business Address Title of Firm Representative

Dated this _____ day of _____, 20__.

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

Names and Addresses of Members of Firm:

If submitted by a corporation:

County _____ State of Incorporation _____

Names and Addresses of Officers:

_____ _____
Business Address President

_____ _____
Business Address Secretary

_____ _____
Business Address Treasurer

END OF SECTION

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 5.0 - ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the
(Proposing Firm's Name)

following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 6.0 - CONFLICT OF INTEREST STATEMENT

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail – attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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.

Company _____

Authorized Signature _____

Date _____

END OF SECTION

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877
PRESIDENTIAL SEARCH CONSULTING SERVICES**

SECTION 7.0 - ETHICS STATEMENT

FIRM NAME _____

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, Invitation for Proposal or a Request for Proposal 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.

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Title of Authorized Firm Representative

Date

END OF SECTION

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO. BPM042877**

SECTION 8.0 - 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 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 provision 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 Mail Fraud Act, 18 U.S.C §1341 et seq., for acts arising out of 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, Section §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 subsection (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) Admitted in writing or under oath, during the course of an official investigation of other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) 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 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 accompany bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of 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 under 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

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning 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 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;
- (j) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (k) 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
- (l) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification 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 has filed all of its annual reports, together with filing fees, with 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, 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 or 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) the 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)

END OF SECTION

**ALLEGANY COLLEGE OF MARYLAND
REQUEST FOR PROPOSALS NO.**

SECTION 9.0 - ADDITIONAL INFORMATION

Firm shall provide:

Volume I:

List of Subcontractors
Statement of Warranty/Guarantee
Other

Volume II:

Proof of Insurance information
Financial Stability
Minority Participation
Vendor Information
Form W-9, Request for Taxpayer Identification Number and Certification

END OF SECTION

SECTION 11.0 - ADDITIONAL INFORMATION – VENDOR INFORMATION

Allegany College of Maryland
Vendor Questionnaire

- 1) Today's Date: _____
- 2) Company Name: _____
- 3) Parent Company Name: _____
(if company named above is a subsidiary)
- 4) Business Address: _____
(Include Company's Street, City, State & Zip code – No PO Boxes)
- 5) Federal Tax Identification #: _____
- 6) 1099 Vendor: _____ YES _____ NO
(Include Form W-9)
- 7) URL for Company Web site: _____
- 8) Phone #: _____ Fax: _____
- 9) Sales Representative E-Mail (required): _____
- 10) Company Product/Service you provide: _____
- 11) Address where official correspondence should be sent:

- 12) Address where Purchase Orders should be sent:

Contact Name: _____
Title: _____
E-Mail (REQUIRED): _____
Address: _____
Your Account No. for ACM (if applicable): _____
- 13) Address where payments should be sent: (If different than Line #3)

- 14) Supplier Diversity Information
{ } Woman Owned { } African American { } Asian
{ } Hispanic { } Physically Challenged { } Native American
{ } Other _____
- Minority Business Enterprise Certification # _____
Certifying Agency _____

Allegany College of Maryland
Vendor Questionnaire

I agree to the following Allegany College of Maryland Purchase Order Terms and Conditions and certify that the information provided is current and accurate:

1. Purchase Order # must appear on ALL invoices, packing slips, and exterior of packages.
2. Allegany College of Maryland will not assume the responsibility for any merchandise that is purchased without an approved signed Purchase Order.
3. ACM is exempt from Federal Excise Taxes. Maryland Sales Tax Exemption Number 30200044.
4. Unless otherwise stated on Purchase Order SHIP PREPAID - Attn: Accounts Payable
5. Terms of payment are Net 30.
6. **All invoices** must be sent to Allegany College of Maryland, **Attn: Melinda Duckworth**, 12401 Willowbrook Rd, Cumberland, MD 21502.

I affirm and attest 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 Allegany College of Maryland.

Print Name: _____ Title: _____

Signature: _____ Date: _____

FOR PURCHASING USE ONLY:

Colleague Vendor #: _____

RECEIVED BY: _____

DATE: _____

INPUT BY: _____

DATE: _____

END OF SECTION