ANNE ARUNDEL COMMUNITY COLLEGE

101 COLLEGE PARKWAY, ARNOLD, MARYLAND 21012-1895

REQUEST FOR PROPOSALS PROJECT NO. C2026-12-P PRESIDENTIAL SEARCH CONSULTING FIRM

November 10, 2025

Submit Proposals To:

Heidi Frist
Senior Purchasing Agent
Anne Arundel Community College
https://doi.org/10.2016/journal.com/

Deadline for Receipt of Proposals: December 16, 2025, 11:00 AM ET



Purchasing and Contracting purchasing@aacc.edu

November 10, 2025

To All Interested Firms:

Anne Arundel Community College (AACC) is seeking proposals from experienced executive search firms to support the recruitment process for its next President. The purpose of this Request for Proposal (RFP) is to engage a qualified firm to assist the Board of Trustees in identifying, evaluating, and attracting top-tier candidates for the position, in alignment with the scope of work and requirements outlined in this RFP.

A pre-proposal Microsoft Teams meeting is scheduled for **Wednesday**, **November 19**, **2025**, **at 10:00 a.m. ET.** Firms are strongly encouraged to attend. Refer to page 2 of the RFP for more details.

Proposals must be submitted by email, digitally signed, endorsed in the subject line of the email "RFP: Project C2026-12-P Presidential Search Consulting Firm" to Ms. Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu. Proposals will be accepted until 11:00 a.m. ET Tuesday, December 16, 2025. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the Firm's email sent time stamp. It is the responsibility of each firm to ensure that their proposal is delivered prior to the scheduled due date and time.

Copies of the Request for Proposal (RFP) may be obtained from the eMaryland Marketplace Advantage (eMMA) website. Firms assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposals. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

Anne Arundel Community College reserves the right to reject any and all submittals 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,

Heidi Frist Senior Purchasing Agent hmfrist@aacc.edu

Notice of Nondiscrimination: Anne Arundel Community College prohibits all types of discrimination, harassment, sexual misconduct, and retaliation on the basis of race, including hair style and hair texture, color, religion or creed, ancestry or national origin, sex, age, marital status, physical or mental disability, sexual orientation, gender identity, veteran status, citizenship, and genetic information. To file a complaint of discrimination, harassment, sexual misconduct, or retaliation, please contact the chief compliance and fair practices officer/Title IX coordinator at 410-777-1239 or complianceofficer@aacc.edu. Firms/Contractors who need a reasonable accommodation should contact Disability Support Services at DSS@aacc.edu or 410-777-1411. Requests for most accommodations must be made at least seventy-two (72) hours prior to the event or activity; however, requests for sign language interpreters, live captioning, alternate format books, or assistive technology need to be submitted at least thirty (30) days prior to the event or activity.

ANNE ARUNDEL COMMUNITY COLLEGE

NON-SUBMITTAL RESPONSE FORM

Please complete this form only if your firm will <u>not</u> submit a response.

Project Name: Presidential Search Consulting Firm Project Number: C2026-12-P NOTE TO VENDOR: If your company's response is a "non-submittal", Anne Arundel Community College (AACC) is very interested in the reason for such response since AACC desires to ensure that the procurement process is fair, nonrestrictive and attracts maximum participation from interested companies. We, therefore appreciate your responses to this Non-Submittal Response Form. Please complete and Email to: Heidi Frist, hmfrist@aacc.edu Please indicate your reason for responding with a "non-submittal": Unable to meet the requirements for this solicitation. Unable to provide the goods or services specified in this solicitation Unable to meet time frame established for start and or completion of project. Received too late to submit a bid. Received on: Other (Please explain): Your response will be reviewed and placed in the solicitation file. Your input will assist AACC in determining changes necessary to increase participation in the solicitation process. Company name Company address Company telephone number

Title

Date

Primary company contact e-mail address

Authorized company official signature

TABLE OF CONTENTS

KEP COM	PLETION CHECKLIST	
	VE SCHEDULE OF EVENTS	
PART ON	E – INSTRUCTIONS & INFORMATION FOR SUBMITTING PROPOSALS	2
1.1	INTRODUCTION	2
1.2	CONTACT POINT	
1.3	PROPOSAL DOCUMENTS	2
1.4	PRE-PROPOSAL MICROSOFT TEAMS MEETING	2
1.5	INTERPRETATIONS, DISCREPANCIES AND OMISSIONS	
1.6	RIGHT TO AMEND, MODIFY OR CANCEL RFP	3
1.7	TWO VOLUME PROPOSAL	
1.8	SUBMISSION OF PROPOSALS	3
1.9	CONFIDENTIAL/PROPRIETARY INFORMATION	4
1.10	LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS	4
1.11	ERRORS IN PROPOSALS	
1.12	EVALUATION OVERVIEW	
1.13	INTERVIEWS	
1.14	FINANCIAL STABILITY	
1.15	CRITERIA FOR FIRM SELECTION AND EVALUATION OF PROPOSALS	
1.16	ANNE ARUNDEL COMMUNITY COLLEGE RESERVED RIGHTS	
1.17	AWARD OR REJECTION OF PROPOSAL	
1.18	VENDOR INFORMATION	
1.19	NOTICE TO PROCEED.	
1.20	DEBRIEFINGS	
1.21	PROTESTS TO BID OR PROPOSAL RESULTS	
PART TW	O - SUBMITTAL FORMAT	
2.1	INTRODUCTION	
2.2	GENERAL ORGANIZATION OF FIRM'S PROPOSAL CONTENTS	10
2.3	SECTION 1.0 - TITLE PAGE	10
2.4	SECTION 2.0 - FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE	
2.5	SECTION 3.0 – VALUE ADDED	11
2.6	SECTION 4.0 - REFERENCES	11
2.7	SECTION 5.0 - SUBCONSULTANTS	11
2.8	SECTION 6.0 – FIRM'S PRICE PROPOSAL	11
2.9	SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA	12
2.10	SECTION 8.0 - CONFLICT OF INTEREST STATEMENT	12
2.11	SECTION 9.0 - PARTICIPATION IN PROCUREMENT STATEMENT	12
2.12	SECTION 10.0 – BID/PROPOSAL AFFADAVIT	12
2.13	SECTION 11.0 - PROOF OF INSURANCE	
2.14	SECTION 12.0 – MINORITY PARTICIPATION	13
D 4 D T T		4.4
	REE – GENERAL CONDITIONS OF CONTRACT	
3.1	ADDITIONAL TERMS AND CONDITIONS	
3.2	CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS	
3.3	GOVERNING LAW	14
3.4	RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT	
3.5	CONTRACT TERM	
3.6	CONTRACT EXTENSION	
3.7	CONTRACT ADMINISTRATION	
3.8	CONTRACT TYPE AND PAYMENT SCHEDULES	
3.9	REVISIONS AND CHANGES TO CONTRACT	
3.10	CONFIDENTIAL AND SENSITIVE INFORMATION (CSI)	
3.11	NON-VISUAL ACCESS	
3.12	ACCESSIBILITY (IF APPLICABLE)	
3.13	CONFIDENTIALITY	
3.14	NON-PERFORMANCE OF WORK	
3.15	PERSONNEL REMOVAL AND REPLACEMENT	
3.16	PRICE ADJUSTMENTS FOR ANNUAL MAINTENANCE (IF APPLICABLE)	
3.17	PRICE ADJUSTMENTS FOR GOVERNMENT IMPOSED TARIFFS (IF APPLICABLE)	
3.18	DAMAGES (IF APPLICABLE)	18
3.19	INSURANCE	
3.20	BACKGROUND CHECKS FOR FIRM AND SUBCONSULTANTS	19
3.21	NEWS RELEASES	
3.22	COOPERATIVE PURCHASING (IF APPLICABLE)	20
DART FOI	LIP - SCODE OF WORK	24

TABLE OF CONTENTS (continued)

APPENDIX A – TENTATIVE PRESIDENT SEARCH TIMELINE	24
APPENDIX B – SAMPLE PROFESSIONAL SERVICES AGREEMENT	26
APPENDIX C - VOLUME ONE SUBMITTAL DOCUMENTS	
SECTION 1.0 - TITLE PAGE	
SECTION 2.0 – FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE	29
SECTION 3.0 – VALUE ADDED	31
SECTION 4.0 - REFERENCES	
SECTION 5.0 – LIST OF SUBCONSULTANTS	33
APPENDIX D - VOLUME TWO SUBMITTAL DOCUMENTS	34
SECTION 6.0 - FIRM'S PRICE PROPOSAL	35
SECTION 0.0 - FINN STRICE FROM SOME	
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA	37
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA SECTION 8.0 – CONFLICT OF INTEREST STATEMENT	37
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA SECTION 8.0 – CONFLICT OF INTEREST STATEMENT SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT	
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA SECTION 8.0 – CONFLICT OF INTEREST STATEMENT SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT SECTION 10.0 – BID/PROPOSAL AFFIDAVIT	
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA SECTION 8.0 – CONFLICT OF INTEREST STATEMENT SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT	
SECTION 7.0 – ACKNOWLEDGEMENT OF ADDENDA SECTION 8.0 – CONFLICT OF INTEREST STATEMENT SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT SECTION 10.0 – BID/PROPOSAL AFFIDAVIT	

RFP COMPLETION CHECKLIST

The checklist is a summary of some of the required components of the RFP. It is provided as a convenience to proposers, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the proposer to submit complete and compliant proposal.

Volu	me One	Technical Proposal
	Section	1.0, Title Page.
	Section	2.0, Firm's Qualifications and Relevant Experience
	Section	3.0, Value Added
	Section	4.0, References
	Section	5.0, Subconsultants
Volu	me Two	College Submittal Documents
	Section	6.0 Firm's Price Proposal
	Section	7.0 Acknowledgement of Addenda
	Section	8.0 Conflict of Interest Statement
	Section	9.0 Participation in Procurement Statement
	Section	10.0 Bid/Proposal Affidavit
	Section	11.0 Proof of Insurance
	Section	12.0 Minority Participation

TENTATIVE SCHEDULE OF EVENTS

11/10/25	RFP Advertisement posted on eMaryland
11/19/25	Pre-Proposal TEAM Meeting, 10:00 a.m. ET. See pages 2 & 3 for details.
11/21/25	Addendum with the minutes from the PPCONF posted on eMaryland.
11/27/25 – 11/30/25	College Closed – Thanksgiving Break
12/02/25	Cut-off date for questions and requests. All questions and requests must be submitted by Email to hmfrist@aacc.edu , no later than 11:00 a.m. ET.
12/05/25	Addendum posted on eMaryland, if applicable.
12/16/25	Due date for Proposals. All proposals must be submitted via email to hmfrist@aacc.edu no later than 11:00 a.m. ET. Early submissions are welcome. Proposals will not be publicly opened.
12/16/25 — 01/05/26	Evaluation of Proposals by College officials.
12/22/25 - 01/02/26	College Closed – Winter Break
01/05/26 — 01/06/26	Top scoring Firms from technical phase notified to move on to interview phase
01/14/26 — 01/15/26	Interviews with Qualified Firm(s)
01/19/26	College Closed – Martin Luther King Jr. Day
02/03/26	Successful firm notified of contract award
02/10/26	Executed Professional Services Agreement, Notice to Proceed, and purchase order issued
02/24/26	Successful firm's final work plan submitted to designated Project Manager for approval.

^{*}Schedule is tentative and can change at any time.

Note: Refer to **Appendix A** of the RFP for tentative President Search Timeline.

PART ONE - INSTRUCTIONS & INFORMATION FOR SUBMITTING PROPOSALS

1.1 INTRODUCTION

Anne Arundel Community College (AACC) is seeking proposals from experienced executive search firms to support the recruitment process for its next President. The purpose of this Request for Proposal (RFP) is to engage a qualified firm to assist the Board of Trustees in identifying, evaluating, and attracting top-tier candidates for the position, in alignment with the scope of work and requirements outlined in this RFP).

To learn more about Anne Arundel Community College, please visit AACC Fast Facts.

1.2 CONTACT POINT

Questions concerning this Request for Proposals (RFP) must be made in writing and emailed to: Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu.

Firms, including third-party Firms or their staff, should not contact other College employees, faculty or any related constituency for purposes associated with the RFP. Contact includes but is not limited to obtaining or providing information regarding this 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

Copies of the Request for Proposal (RFP) may be obtained from the <u>eMaryland Marketplace Advantage (eMMA)</u>) website. Offerors assume the responsibility of downloading RFP documents and addendums from this website prior to submission of their proposal. Anne Arundel Community College assumes no liability for damages incurred directly or indirectly as a result of errors, omissions, discrepancies, unauthorized modification of electronic data, errors in transmission, HTML browser incompatibilities, and other aspects of electronic communications that are beyond the control of the College.

Prospective offerors are solely responsible for obtaining any addendums which are issued. All RFP addendums will be posted on eMaryland Marketplace Advantage (eMMA). Addendums to this solicitation could occur shortly prior to RFP opening (sometimes within as little as 24 hours). It is the potential Firm's responsibility to frequently visit eMaryland Marketplace Advantage (eMMA) website to obtain addendums.

The College does not provide solicitation documents in an alternate format from those posted on the eMaryland Marketplace Advantage (eMMA) website.

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.

1.4 PRE-PROPOSAL MICROSOFT TEAMS MEETING

A pre-proposal Microsoft Teams meeting is scheduled for **Wednesday**, **November 19**, **2025**, **at 10:00 a.m. ET.** Firms are strongly encouraged to attend. Firms should make sure they have audio and visual access to the meeting. To join the Teams meeting, use the following link/information:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 244 674 633 161 39

Passcode: Yv2YX3c5

Dial in by phone

+1 240-491-0163,,197734046# United States, Bethesda

Find a local number

Phone conference ID: 197 734 046#

For organizers: Meeting options | Reset dial-in PIN

1.5 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 Heidi Frist, Senior Purchase Agent, hmfrist@aacc.edu by **December 2**, **2025 by 11:00 a.m. ET**. 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.

1.6 RIGHT TO AMEND, MODIFY OR CANCEL 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. All addendums will be posted on the eMaryland Marketplace website. Offerors are solely responsible for obtaining any addendums. Addendums to solicitations often occur shortly prior to proposal opening (sometimes within as little as 24 hours). It is the potential Firm's responsibility to frequently visit the eMaryland Marketplace website to obtain addendums.

Verbal changes to the RFP are not valid unless confirmed by written addenda.

1.7 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 Part Two - Submittal Format, paragraph 2.2 General Organization of Submittal Contents, page 10 of the RFP.

1.8 SUBMISSION OF PROPOSALS

Respondents <u>must</u> be registered on <u>eMaryland Market Place Advantage (eMMA)</u>.

Proposal Submission Overview

- A. Digital Submission Requirements
 - The respondent's proposal must include two distinct volumes, as specified in Part Two Submittal Format, Section 2.2: General Organization of Submittal Contents (page 10 of the RFP). These volumes must be submitted as separate PDF files, clearly labeled "Volume One" and "Volume Two," and sent together in a single email.
 - The proposal must be digitally signed and include the Email subject line: "RFP C2026-12-P Presidential Search Consulting Firm"
 - Email submissions should be directed to:

Ms. Heidi Frist, Senior Purchasing Agent

Email: hmfrist@aacc.edu

- Deadline: Emailed proposals must be received no later than Tuesday, December 16, 2025, at 11:00 a.m. ET. The official time of receipt will be determined by the college's email system timestamp, not the sender's timestamp. It is the sole responsibility of each firm to ensure timely delivery of their proposal.
- Proposals will not be accepted via eMaryland Marketplace Advantage (eMMA).

B. Hardcopy Requirements

In addition to the emailed proposal submission, respondents must also provide **four (4) original hardcopies of VOLUME ONE TECHNICAL PROPOSAL.** The hardcopy Volume One Technical Proposal must include all required documentation as outlined under Part Two - Submittal Format, Section 2.2: General Organization of Submittal Contents (page 10 of the RFP), and meet the following criteria:

Signed

- o Include a transmittal letter signed by an authorized individual.
- o Letter should list all items in the Volume One Technical Proposal submission.

Labeled

Clearly mark the front of package with:
 "RFP Project C2026-12-P Presidential Search Consulting Services Volume One"

Hardcopy Delivery Address

Ms. Heidi Frist, Senior Purchasing Agent Anne Arundel Community College 101 College Parkway Arnold, Maryland 21012

- Deadline: Same as email no later than Tuesday, December 16, 2025, at 11:00 a.m. ET.
- Hardcopies will not be accepted via hand delivery.

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.

1.9 CONFIDENTIAL/PROPRIETARY INFORMATION

Firms should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets. Firms must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not acceptable to preface the entire proposal with a confidential or proprietary statement.

1.10 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

It is the Firm's responsibility to ensure that its proposal is received by the Senior Purchasing Agent, Heidi Frist, at hmfrist@aacc.edu no later than 11:00 a.m. ET December 16, 2025. The time stamp that will be considered for the timely receipt of proposals will be the college's email time stamp, NOT the bidder's email sent time stamp.

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.

1.11 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 the Senior Purchase Agent before the latest time specified for the receipt of proposal. All proposals are considered final after the date and time designated for receipt of 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.

1.12 EVALUATION OVERVIEW

Proposals must meet the proposal requirements as stated under Part Two – Submittal Format on page 10 of this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award.

The College reserves the right to conduct any investigations deemed necessary to determine the ability of a Firm to provide the work as specified herein. This includes the right to contact any current and past customer of the Firm in order to assist with the verification of references or to determine the vendor's degree of qualification.

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 must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

The College selection and evaluation committee will utilize information submitted by the Firms to evaluate technical proposals. The Firms will be evaluated based on the following criteria:

- Company Information
- Firm's Qualifications and Relevant Experience
- Supplemental written information requested by the panel, if applicable.

Upon completion of the technical evaluation, the number of Firms advancing to the interview / presentation phase will be determined by the College. Firms selected by the College will be invited to conduct an interview / presentation. Additionally, the college will perform reference checks on the Firms selected to advance to this phase.

Award will be based upon factors in addition to price and may not necessarily be made to the lowest offer. The Firm(s) that is judged to be best qualified to render the services, price and other factors considered, will be selected. It is the College's intent to award the contract to the Firm(s) which, based upon the criteria for evaluation, is the most responsive and responsible Firm for the provision of the work.

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

The evaluation of a Request for Proposal takes a considerable length of time. Maryland law does not permit any information regarding the evaluation to be released prior to the award, regardless of when a Firm's progress in the process has ended.

1.13 INTERVIEWS

Firms selected by the College to advance to the interview / presentation phase will be invited onto campus to conduct a 60 minute oral presentation with an additional 15 minutes for questions and answers. The presentations have been tentatively scheduled for **January 14-15**, **2026**. The Senior Purchasing Agent listed as the contact (Refer to 1.2, page 2) will schedule such presentations.

It should be noted that, at a minimum, the staff and consultants who will be working directly with the college team are required to attend. Firms are advised to set aside the entire dates on all of these individual's calendars, as only extraordinary circumstances will be accepted for the absence of a key team member. Additional pertinent members of a Firm's team may be included at the discretion of the Firm.

In the event that the presentation needs to be rescheduled due to unforeseen circumstances, it is expected that each short listed Firm shall be as flexible as possible to accommodate the College's limited time frame for rescheduling. Firms are advised to keep calendars as movable as reasonably possible for the week following this date in case rescheduling is required. If a Firm is unable to meet the College's rescheduling requirements, the College may proceed with the interview / presentation phase without including the Firm. The procurement office will only schedule interviews / presentations with the short listed firms. At the time each interview / presentation is scheduled, the College will confirm, in writing, the specifics of each Firm's session, including the date, time and location.

The interview and presentation are designed to provide the College with a deeper understanding of each firm's capabilities and approach. Evaluation will be based on the following criteria:

• Introduction of Key Personnel

Opportunity for the College to meet the Firm's proposed team members.

• Technical Proposal Highlights

Presentation of selected elements from the Firm's technical proposal, including relevant past projects and demonstrated understanding of the current project – particularly executive searches in higher education.

Relevant Experience

Discussion of specific experience with presidential searches at higher education institutions.

Team Qualifications and Project Approach

Overview of the consulting team's qualifications, skills, and vision as they relate to the project. Include allocation of responsibilities, time commitments, and the Firm's ability to meet project deadlines.

Application of Experience to Project Goals

Explanation of how the team's background and expertise will support the successful achievement of the project's objectives.

Execution Strategy

Description of the Firm's approach to fulfilling the project's requirements.

Value Added

Brief summary of what sets the Firm apart from competitors. Highlight unique strengths and differentiators.

Q&A with Selection Committee

Responses to specific questions posed by the College's selection committee.

The interview / presentation is an opportunity for the Firm to convey their background and expertise as it applies to this project; and to address their understanding of the search services required. The

interview / presentation will be informal. The College is not interested in a marketing presentation. The format may be oral, graphic, electronic, or a combination, but should be complete and expressive enough to give the Committee an understanding how the Firm's proposed approach responds to the executive search.

1.14 FINANCIAL STABILITY

The College, at any time during the RFP process, before and/or after receipt of proposals and before and/or after award of contract, 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:

- 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, reviewed, or compiled financial statements are not available, the Firm shall provide <u>all</u> the following documents to support financial stability:
 - a. A letter of reference from the Firm's bank or financial institution;
 - b. Credit reference letters;
 - c. Internal financial statements;
 - d. The two most recent years' tax returns.
- 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.

1.15 CRITERIA FOR FIRM SELECTION AND EVALUATION OF PROPOSALS

Although cost must always be taken seriously into consideration in making a determination regarding award of contract, the College will specifically evaluate Proposals on the basis of the following criteria:

Qualifications and Relevant Experience	70%
Cost	20%
Minority Participation	5%
Overall, any other factors the College may deem appropriate	5%

1.16 ANNE ARUNDEL COMMUNITY COLLEGE RESERVED RIGHTS

Anne Arundel Community College 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.
- Negotiate or modify any element of the proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.
- Conduct any investigations deemed necessary to determine the ability of a Firm to provide the work
 as specified herein. This includes the right to contact any current and past customer of the Firm in
 order to assist with the verification of references or to determine the vendor's degree of
 qualification.
- 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 must provide all
 information and data necessary for the College to determine if the proposal is responsible and
 responsive to the RFP's requirements as stated herein.

1.17 AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the Firm(s) 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 Anne Arundel Community College to award the contract.

Anne Arundel Community College 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:

- Failure of the Firm(s) to submit a bid within the time frames specified;
- Failure of the Firm(s) to provide the required information;
- Failure of the Firm(s) to respond to the request for clarification, presentation or demonstration;
- Failure of the Firm to follow the prescribed RFP instructions, including preparation, submission and response format;
- Collusion among or between Firms;
- Unbalanced proposals whereby the prices quoted for some work are inconsistent with prices quoted for similar work:
- Lack of responsibility on the part of the Firm;
- Financial instability of Firm submitting the proposal;
- Failure of the Firm to successfully negotiate a contract;
- Submission of a proposal that does not meet the college's requirements as outlined.

The college reserves the right to reject any proposals if the evidence submitted by, or investigation of, such Firm fails to satisfy the college that such Firm is qualified to carry out the obligations of the 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.

1.18 VENDOR INFORMATION

Upon contract award, the successful Firm will be required to:

- Digitally sign through DocuSign the college's professional services agreement, as amended by the college. Refer to **Appendix A** to review a sample agreement.
- Self-register in the College's procurement system (Unimarket)
- Have a valid **Sam.gov** registration.

1.19 NOTICE TO PROCEED

Upon determination of the most responsive and responsible Firm, a notice of award will be sent to the successful Firm. Non-award letters will also be issued. The specified contract time will begin on the date of the execution of a Professional Services Agreement (PSA) and a "Notice to Proceed". Both the Firm and the College will work diligently to process and agree to a written contractual agreement within five (5) days after the notice of award has been issued.

1.20 DEBRIEFINGS

Debriefing of an unsuccessful Firm will be conducted upon written request submitted to the purchasing agent within ten (10) days of the announcement of the recommended award. This debriefing will be oral

and be limited to a discussion of the unsuccessful Firm's proposal only and will provide information on areas in which it was deemed weak or deficient.

1.21 PROTESTS TO BID OR PROPOSAL RESULTS

An interested party (actual bidder, offeror, or Firm) may protest an award or proposed award of a contract for goods or services to all publicly solicited items or services with a value of \$50,000 or more. The protest must be submitted in writing, addressed to the Director of Purchasing & Contracting, and be clearly marked as "Protest" on the outside of the envelope within seven days of the announcement of award.

PART TWO - SUBMITTAL FORMAT

2.1 INTRODUCTION

All Proposals are expected to be prepared in accordance with the format listed below. Furthermore, respondents must submit their proposal on the forms provided in this RFP. Both volumes must be submitted as separate PDF files, labeled appropriately, and sent in one email. Proposals must be digitally signed and endorsed in the subject line of the Email "RFP C2026-12-P Presidential Search Consulting Firm" to Ms. Heidi Frist, Senior Purchasing Agent, Email: hmfrist@aacc.edu. (refer to paragraph 1.8 Submission of Proposals, on pages 3 & 4). Proposals should be emailed by the due date and time as indicated.

Proposals should be <u>clear and concise</u>. Utilize a table of contents for ease in finding necessary information. Firms should supply any documentation or literature that will facilitate evaluation of their qualifications. Respondents are encouraged to be as aggressive and creative as possible in their proposals.

<u>A transmittal letter should accompany the Firm's Proposal</u>. The purpose of this letter is to transmit the Proposal; therefore, it should be brief, but shall list all items contained within the Proposal. The letter must be signed by an individual who is authorized to bind the Firm to all statements contained in the Proposal.

Each Firm's proposal will be evaluated on the factors listed below. Proposals should address each section as outlined in order for the Selection and Evaluation Committee to make a proper and complete evaluation of the Firm's capabilities and response. **Proposals not in conformance with or 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 Value Added

Section 4.0 References

Section 5.0 Subconsultants

Volume Two Submittal Documents:

Section 6.0 Firm's Price Proposal

Section 7.0 Acknowledgement of Addenda

Section 8.0 Conflict of Interest Statement

Section 9.0 Participation in Procurement Statement

Section 10.0 Bid/Proposal Affidavit

Section 11.0 Proof of Insurance

Section 12.0 Minority Participation

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, email, 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: "Proposal – Project C2026-12-P, Presidential Search Consulting 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 consecutive 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.

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.

An inspection of the Firm's business operations may be required prior to the award of contract.

Section 2.0 of the RFP must be completed and information requested <u>must</u> be furnished. Failure to include any of the items listed under this section may result in the Firm being disqualified. The Firm should describe in detail and provide evidence supporting the qualifications when applicable.

All Firms are to compile their qualifications and experience in the order listed:

- 1. Company Information
- 2. Executive Summary and Proposal Overview
- 3. Experience
- 4. Management Information
- 5. Project Approach and Methodology

2.5 SECTION 3.0 – VALUE ADDED

Briefly share what makes your Firm unique among other Firms regularly engaged in this type of work. What differentiates your Firm from your competitors?

Describe any additional value added services that were not previously mentioned in your response for Section 2.0 above.

2.6 SECTION 4.0 - REFERENCES

Anne Arundel Community College may contact references as it deems necessary to determine the ability of the Firm to meet all the terms of the stated specifications.

Firms must provide a list of at least three (3) client references from the past three (3) years, ideally involving Presidential searches or consulting services for senior-level positions at public colleges or universities. These projects should be comparable in scope, complexity, and requirements to the current engagement. References from Anne Arundel Community College will not be accepted. For each reference, the Firm must include the following details:

- 1. Name of client;
- 2. Address of client:
- 3. Name and title of person who may be contacted for the reference;
- 4. Telephone number, as well as e-mail address, for the contact person;
- 5. Value of the contract
- 6. Scope of work, dates of service, and explanation of how the services that were provided are similar to the college's requirements.

2.7 SECTION 5.0 – SUBCONSULTANTS

Firms must submit the names, addresses, telephone numbers, and contacts of all Subconsultants to be retained for this project. The College reserves the right to reject.

If the Firm does not use Subconsultants, this should be clearly stated under this section.

Subconsultants cannot change or be substituted during the course of this contract unless approved in advance by the College..

2.8 SECTION 6.0 – FIRM'S PRICE PROPOSAL

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

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

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

All proposals for goods and services shall be exclusive of taxes, where applicable. A copy of the college's tax exemption certificate can be provided upon request. Firms are not permitted to utilize the college's tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

Information to be included in the price proposal:

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

2.9 SECTION 7.0 – 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 7.0 of the submittal documents of this RFP and returning with Firm's proposal.

2.10 SECTION 8.0 – 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 8.0 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 subconsultant on this contract.

2.11 SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT

In compliance with the Maryland State Finance and Procurement Code Ann. 13-212.1, an individual who assists an executive unit (the College) in the drafting of specifications, an invitation for bids or a request for proposals, or a person that employs the individual during the period of assistance, may not 1) submit a bid or proposal for that procurement; or 2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. This statement is included as

Section 9.0 of the submittal documents of this RFP and must be completed and returned with the Firm's proposal package.

2.12 SECTION 10.0 - BID/PROPOSAL AFFADAVIT

The Bid/Proposal Affidavit included as Section 10.0 of the submittal documents of this RFP must be executed by each responding Firm and submitted with the Firm's proposal package.

2.13 SECTION 11.0 – 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 Part Three – General Conditions of Contract, paragraph 3.19 Insurance, pages 18 & 19. 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. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

2.14 SECTION 12.0 - MINORITY PARTICIPATION

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and Firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade Firms. The college does not have a MBE certification program, but accepts MBE certification from all government certification programs.

Non-minority Firms are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the Firm's outreach efforts to minority business enterprises in order to encourage their participation.

PART THREE - GENERAL CONDITIONS OF CONTRACT

3.1 ADDITIONAL TERMS AND CONDITIONS

Please visit <u>Purchase Order Terms and Conditions</u> for a complete list of purchase order terms and conditions. These purchase order terms and conditions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these Terms and Conditions.

3.2 CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the College, all contracts made by the College under Federal awards must contain provisions in <u>Appendix II to Part 200 - Contract Provision for Non-Federal Entity Contracts Under Federal Awards</u>. These Contract provisions are subject to change without notice. Firms are encouraged to check the above link frequently to learn of any changes made to these contract provisions.

3.3 GOVERNING LAW

Any contract awarded as a result of this RFP will be governed by the laws of the State of Maryland. The successful Firms 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. Furthermore, all employees of the Firm working anytime at Anne Arundel Community College must be in compliance with the State of Maryland Annotated Code Article 11-701 - 11-721 Criminal Procedure for Sex Offender and the Firm is prohibited from staffing this contract with any individual who has been convicted of any act requiring registration under said article.

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.

3.4 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 is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

3.5 CONTRACT TERM

The term of this agreement shall commence on the date the Professional Services Agreement (PSA) is executed by AACC (the "Effective Date") and shall conclude upon the signing of a contract with the selected candidate. The Firm shall commence performance of services under this Agreement immediately upon the Effective Date.

3.6 CONTRACT EXTENSION

If the individual hired as President of Anne Arundel Community College leaves the post for any reason before serving three years from the start date, the search Firm will be responsible at the Board of Trustees' request to conduct a new search for the same position to the satisfaction of the Board of Trustees. Such new search will be for no additional cost, with the only exception being for directly incurred expenses. No additional search fee(s) may be charged.

3.7 CONTRACT ADMINISTRATION

The College shall assign a Contract Administrator, otherwise known as Administrator, and/or Designee to coordinate the activities of the successful Firm with the College.

3.8 CONTRACT TYPE AND PAYMENT SCHEDULES

The contract will be in the form of an agreement and contract documents, to include, but not limited to, the College's RFP and addenda, Professional Services Agreement (PSA) as amended by the College, 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 successful Firm must have a United States-based office where payments can be sent and required to have a United States Federal Tax Employer Identification Number (FEIN) that will be verified (by the College) against the Federal Internal Revenue Service records. The successful Firm will be required to register as a vendor with the College through Unimarket, as well with the System for Award Management (SAM.gov) and provide proof of registration.

All services furnished by the successful Firm shall be to the complete satisfaction of the College. No payment will be made to the successful Firm until the documents have been received and approved and the project completed and accepted by the College as responsive to all the College's requirements.

The successful Firm shall be compensated based on the payment rates submitted under Section 6.0 Firm's Price Proposal.

The successful Firm must invoice products or services awarded exactly as indicated on a resultant college purchase order, to include cost, unit specified, quantity ordered, item descriptions, etc.

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.

Anne Arundel Community College is exempt from Maryland Retail Sales Tax and Federal Excise Tax. All bids for goods and services shall be exclusive of taxes, where applicable. A copy of the college's tax exemption certificate can be provided upon request. Contractors are not permitted to utilize the college's tax exemption for the purchase of supplies and materials that will be incorporated into real property construction and renovation projects at the college.

3.9 REVISIONS AND CHANGES TO CONTRACT

The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Anne Arundel Community College before the Firm performs additional work on the project. The Firm cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of services unless a price for those products or services has been negotiated with the College, and the Firm has received a signed contract amendment from the <u>Purchasing office</u>.

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.

3.10 CONFIDENTIAL AND SENSITIVE INFORMATION (CSI)

All Firms that work in the proximity of CSI must agree and abide by the <u>College's Identity Theft Policies and Procedures</u>. In the event that the Firm becomes aware of a red flag or data incident, the Firm is required to report the incident to their point of contact at the College. The point of contact is required to notify the Chair of the Red Flags Committee and report the incident, provide the Chair with the contact information of the Firm, and assist the Chair as necessary in incident reporting and resolution. All Firms that process, store or transport CSI provided by the college are required to give the college sufficient documentation to assess the provider's data security risk.

3.11 NON-VISUAL ACCESS

The Firm warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02; (2) provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use; (3) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (4) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (5) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Firm further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.

If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the College will notify the Firm in writing that the Firm, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Firm fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Firm may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

The Firm shall indemnify the college for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

3.12 ACCESSIBILITY (if applicable)

If the solution, services, deliverables, software, technology, or platform provided to the College under this Agreement ("Product") includes any electronic information or communication technology containing

a human-interface, such as an end-user software component, websites, webpages, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, images, or the like, the Firm hereby warrants that the Product complies with the College's standards, including the most recent version of Web Content Accessibility Guidelines ("WCAG"), Section 508 of the Rehabilitation Act - Standards for Electronic and Information Technology, and/or the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA), as applicable. The Firm agrees to: provide the College with its accessibility testing results and written documentation verifying accessibility, such as a Voluntary Product Accessibility Template ("VPAT"), upon request and to promptly respond to and resolve accessibility complaints. The Firm further agrees to indemnify, defend, and hold harmless the College and its respective officers, agents, employees, trustees, and students, from and against any and all claims, actions, threatened claims or actions, costs, judgments, or damages of any type alleging or threatening that any Materials provided and used under this Agreement are inaccessible to individuals with disabilities, including reasonable attorneys' fees and costs.

3.13 CONFIDENTIALITY

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

3.14 NON-PERFORMANCE OF WORK

Determinations of non-performance will be made following a joint inspection by the College and Firm representatives.

The Work will be considered incomplete or unsatisfactory when any one of the following conditions exists:

- a. The Work was not performed in strict accordance with the scope of services.
- b. The Work not performed within the time period specified.
- c. The Work as required by the RFPs scope of services were not entirely completed.

The above list is not exhaustive of all conditions that determine non-performance of work. Determination of non-performance of work may be grounds for the Firm's termination from this contract. Failure on the part of the Firm to fulfill contractual obligations shall be considered just cause for termination of the contract. If the contract is terminated for unsatisfactory performance, payment shall be immediately due and payable to the College at the discretion of the College.

3.15 PERSONNEL REMOVAL AND REPLACEMENT

If the College, for any lawful reason and in its sole judgment, determines that it is in its best interest to remove any individual employed by the Firm from the AACC facilities, campus, or from performing

services under this Agreement, the College may request such removal in writing. Upon receipt of this notice, the Firm shall promptly and at no cost to the College remove the identified individual and, if requested, propose a qualified replacement subject to the College's prior written approval. Any replacement personnel must possess qualifications and experience comparable to those of the individual being replaced. The College shall not be liable for any costs, delays, or damages resulting from such removal or replacement.

The College reserves the right to approve or reject any subconsultant and may require their removal under the same terms outlined above.

3.16 PRICE ADJUSTMENTS FOR ANNUAL MAINTENANCE (if applicable)

After the initial term, prices may be adjusted annually by the lesser of 3% or the United States CPI index for the Services category, as provided on the U.S. Consumer Price Index Detailed Report Tables Annual Averages for the prior calendar year. In order to receive consideration for a price increase, the Firm must submit a request and justification in writing to the Procurement Office sixty (60) days prior to the end of the initial year term. Upon approval of the college, any such modified rate will apply for the contract renewal period. AACC has the right to accept or reject, in whole or in part, requests for price increases that are more or less than specified in this section

3.17 PRICE ADJUSTMENTS FOR GOVERNMENT IMPOSED TARIFFS (if applicable)

Please be advised that all terms negotiated with Anne Arundel Community College (College) are final and binding. The College recognizes that the imposition of tariffs or trade restrictions may impact the supplier's ability to maintain pricing. In such instances, the supplier may notify the college by submitting a written request to the College's Purchasing Department at purchasing@aacc.edu for a price adjustment pertaining to tariffs. This request must be accompanied by comprehensive supporting documentation and certifications verifying that tariffs are impacting the pricing for the specified products, and that reasonable efforts were made to obtain goods at a lower cost from alternative sources. The request is subject to College's review and approval. Unauthorized price increases are strictly prohibited and may result in corrective actions, including, but not limited to, the termination of the contract.

3.18 DAMAGES (if applicable)

The successful Firm must take any available precaution to prevent possible damage to Anne Arundel Community College property and facilities. The successful Firm will be responsible for the repair or replacement of any item or area damaged. Any repair or replacement must be performed to the complete satisfaction of the College.

3.19 INSURANCE

During the performance of the service under this contract, the Firm shall maintain the following insurance policies, and be underwritten by an insurance company authorized to do business in the State of Maryland. Approval of insurance by the College will not relieve or decrease the liability of the Firm.

INSURANCE LIMIT REQUIREMENTS		
Type of Insurance	Minimum Limits of Liability	
General Liability: Comprehensive Commercial General Liability including Products and Contractual Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate	
Automobile Liability: owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident	
Excess Liability or Umbrella	\$5,000,000 each occurrence	
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and funds Transfer	

Worker's Compensation	In accordance with statutory requirements
Employers Liability	\$1,000,000 each accident \$1,000,000 each employee – disease \$1,000,000 policy limit – disease
Professional Liability	\$5,000,000

The Firm must furnish proof 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." Waiver of Subrogation in favor of the College is required for General Liability and Workers Compensation.

The 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. The Firm must not allow any subconsultant to commence work until all similar required insurance has been obtained and approved.

The Firm shall furnish AACC certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to AACC.

The Firm shall include AACC as an additional insured on the General Liability, Umbrella Liability and Automobile Liability insurance policy required by the contract. All of the Firm's subconsultants shall be required to include AACC and the Firm as additional insured on their General Liability insurance policies.

Any and all subconsultants 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 subconsultant's policies. Evidence that all insurance coverages have been issued must be provided to the College prior to award of this contract.

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.

The Firm 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.

Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for termination of this contract.

3.20 BACKGROUND CHECKS FOR FIRM AND SUBCONSULTANTS

Anne Arundel Community College is committed to maintaining an environment in which College interests, assets, students, and the workforce are safe, secure, and productive. If requested, and at any time during the term of this agreement, all independent contractors and subcontractors who will be working on any AACC campus (this includes attending meetings), may be requested to provide proof of a successful background investigation check for no less than seven (7) years before the date of the contract assignment. This investigation shall include but is not limited to, screening the Sex Offender Registry, State and Nationwide Federal criminal search of criminal and civil court records, Social Security Number validation, residency verification and history, employer verification, and driving records. This information may be used by the College to make an informed decision to hire the Firm as an independent contractor. The College reserves the right to request documentation from the independent contractor and any subcontractor for proof of their ability to work in the United States.

3.21 NEWS RELEASES

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

3.22 COOPERATIVE PURCHASING (if applicable)

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this RFP to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. Anne Arundel Community College assumes no authority, liability, or obligation on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the Firm and the requesting entity. Any exceptions to this requirement must be specifically noted in the Firm's proposal response.

PART FOUR - SCOPE OF WORK

OBJECTIVE

Anne Arundel Community College 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 and Selection Committee and the Board of Trustees in hiring the best qualified candidate for its next President.

COLLEGE INFORMATION

Celebrating its 64th year, Anne Arundel Community College (AACC) is an award-winning, fully accredited, public, two-year institution serving nearly 30,000 students annually through credit and noncredit programs. The college's national and regional studies can lead to a degree, certificate, industry credential, transfer to a four-year institution or career enhancement, personal enrichment and lifelong learning.

Each year, in addition to earning a 100% pass rate in several health professions programs, AACC students and faculty achieve exceptional academic honors and win numerous prestigious awards.

In 2024-2025, the college received the Gold Military Friendly School designation, several top national rankings for programs including associate degree in nursing and computer information systems, and the Engagement Coach Training Program earned accreditation from the International Coach Federation's ACTP. The college's Impact and Excellence Awards, honoring students, faculty and staff, featured the Teaching Excellence Award, Diversity and Inclusion Excellence Award and the Dr. Martin Luther King Jr. Zeitgeist Award, among others.

This is a crucial moment for the future of healthcare nationwide and AACC is working to meet those needs. Recognizing a workforce shortage in the dental field, the college is helping fill the gap with its new Dental Hygiene program. The country also faces critical nursing shortages. As the largest supplier of nurses for our community's two hospitals, AACC has committed to significantly expanding its Registered Nursing program. The AACC Foundation Inc. supports this program through its latest initiative, the Future Nursing Professional Scholarship.

The AACC Foundation also addressed a severe workforce shortage in skilled trades by funding, building and gifting the Clauson Center for Innovation and Skilled Trades to the college in 2021. Since then, it has been home to dynamic skilled trades programs that adapt to market demands. Students studying electrical work, forklift operations, HVAC, plumbing, welding, framing and finish carpentry, general contracting and more fill the classrooms.

AACC also delivers Continuing Education and Workforce Development programs at its campus, two degree centers and numerous locations throughout the county. In addition, the college's array of online courses, heightened during the pandemic, remains robust with learners, with 57.5% of fall 2025 students taking at least one online class.

As one of the nation's 19 community colleges currently represented on the League for Innovation in Community College's board of directors, AACC has been a member of this elite organization since 2004 when it was unanimously selected for its innovative programs and services, commitment to learning-centered education and dedication to serving students and the community.

Located in Anne Arundel County near historic Annapolis – home to the U.S. Naval Academy – AACC is conveniently located just minutes from Baltimore/Washington International Thurgood Marshall Airport and downtown Baltimore. Anne Arundel County also borders the beautiful Chesapeake Bay and has 437 miles of waterfront.

SCOPE OF SERVICES

General

The consultant Firm must be effective in recruiting candidates for a presidential position for colleges or universities with a preference for and experience with community colleges. The successful consulting Firm will serve as a liaison between the Board of Trustees, the College's Search and Selection Committee, and the candidates.

The selected consultant Firm shall provide assistance, support, guidance, and direction to the AACC Board of Trustees Chair in all aspects of the national search for a President, including but not limited to developing a job profile, working with the Search and Selection Committee to establish minimum candidate qualifications, placing advertisements, announcing the position, recruiting candidates, reviewing applications, coordination of scheduling, being present during interviews, assisting in the recommendation of the final candidates for the Search Committee to interview, and conducting background checks on the final candidates.

Tasks/Deliverables

- 1. Provide a detailed timeline indicating when the scope of services will be completed. The College is anticipating having a new President by January 2027 or July 2027. Within the schedule, identify the time and work requirements of the Board of Trustees, Search and Selection Committee and college liaison.
- 2. Develop and provide an overall search methodology, including a detailed description of how the overall search process will be conducted and managed. Meet with the Board of Trustees and Search Committee to define leadership priorities, institutional challenges, and desired candidate qualifications.
- 3. During the development of the position profile, the search Firm shall conduct surveys and hold feedback sessions from college and community stakeholders regarding requirements and the desired characteristics and qualifications for AACC's next leader.
- 4. Assist the Board Chair with recommendations on Search Committee selection and membership.
- 5. 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.
- 6. Develop and recommend recruitment strategies to achieve an appropriate, highly qualified, diverse pool of potential candidates.
- 7. Assist in the development of the position announcement for use in national, regional and local publications and websites. Develop a national recruitment strategy to attract a diverse and highly qualified applicant pool.
- 8. Provide a template of letters including response to nominations, letters of rejection and any other appropriate communications.
- 9. Provide a list of materials to be included in recruitment packages provided to applicants.
- 10. Identify a group of diverse and qualified potential candidates and seek nominations. Review applications, conduct preliminary interviews, and verify qualifications. All qualified resumes will be reviewed by the Search and Selection Committee.
- 11. Provide detailed summaries and documents on all candidates including portfolios for the Search and Selection Committee.
- 12. Assist the Search and Selection Committee in identifying criteria for scoring materials submitted by the candidates.
- 13. Assist the Search and Selection Committee in the development of interview evaluation materials.
- 14. Develop, along with the Search and Selection Committee, a list of interview questions with a response scoring system for all questions.

- 15. Provide training for Search and Selection Committee on screening and interviewing processes, paying particular focus on legal aspects of interviewing and process.
- 16. Coordinate the evaluation of final level candidates by the Board.
- 17. Assist in the development of a web-based communication plan for the AACC community.
- 18. If requested, provide a secure website for posting, reviewing, and evaluating applications.
- 19. Provide AACC the required Affirmative Action Plan data needed regarding applicants.
- 20. Assist with agenda and schedule coordination for semi-finalists (8-10) and finalists (3-4) candidate interviews and campus visits, to include travel arrangements and briefing of candidates prior to and after the interview.
- 21. Complete reference and background checks for applicants in accordance with criteria developed by the Board of Trustees for the finalists.
- 22. Support contract negotiation and/or onboarding of the new President, as requested.
- 23. Maintain regular contact with the candidates to ensure open communication with candidates during the search process.
- 24. Maintain accurate recordkeeping for all aspects of the search. All information on the candidates will become the property of Anne Arundel Community College.
- 25. Assure that all equal opportunity and affirmative action statues and guidelines are met throughout the entire search process.
- 26. Maintain confidentiality and transparency throughout the process.
- 27. Other services, not directly related to the above list, should also be described in detail.

Firm's Responsibilities

The consultant Firm shall be required to designate and make available to AACC a contract manager. The contract manager shall be AACC's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

The Firm, at the request of AACC, shall be required to meet at least weekly with the designated college's Project Manager for project review meetings. The purpose of these meetings will be to review project progress reports, discuss Firm and AACC performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

The Firm shall be required to provide implementation of Management Reports to the college's designated Project Manager on a weekly basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports should be well organized and easy to read. The Firm shall submit these reports electronically using the format required by the college's designated Project Manager. The Firm shall submit the reports promptly and regularly as agreed by the parties.

Within ten (10) business days of the Effective Date of the Professional Services Agreement (PSA), the Firm shall submit a final work plan to the designated college's Project Manager for approval.

APPENDIX A	- TENTATIVE	PRESIDENT S	SEARCH TI	MELINE

ANNE ARUNDEL COMMUNITY COLLEGE

<u>President Search Timeline</u> Potential for January 2027 hire

Tentative Date	Action
November 2025	Review and release RFP for search firm with Board of Trustees (RFP release 11/10/25)
February 15, 2026	RFP for search firm completed and firm selected
February 15 - March 30, 2026	Introductory meeting with Search Firm Search firm conducts community feedback listening sessions Develop the job profile Train Search Committee Nominations sought for search committee
April 2026	Position profile finalized and recruitment strategy begins
May 2026	Advertisement, application and nomination period for 30 days
June – July 2026	Search Firm screening of candidates Search Committee evaluation of candidates
August – September 2026	First round interviews with Search Committee
October 2026	Second round interviews with Board of Trustees and any other interested parties
November 2026	Board selection of Final Candidate Background check Negotiate contract
December 2026	Public Announcement of Selected Candidate
January 2027 or July 2027	Start Date

APPENDIX B -	SSIONAL SERV eparate PDF file.	ICES AGREEMENT	

APPENDIX C – VOLUME ONE SUBMITTAL DOCUMENTS

Section 1.0, Title Page

Section 2.0, Firm's Qualifications and Relevant Experience

Section 3.0, Value Added

Section 4.0, References

Section 5.0, Subconsultants

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, email, 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: "Proposal – Project C2026-12-P, Presidential Search Consulting Firm".

SECTION 2.0 – FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE

Company Information:

1.	Legal Name:				
	Legal Address:				
3.	Year Company was Incorporated:	_			
4.	Company Main Phone Number:				
5.	E-Mail Address:	_			
	Web Site:	_			
	Owner and Title:				
	Has your company, at any time, failed to complete a project?				
	Yes No If yes, attach a description explaining in detail.				
9.	Has your company ever been terminated on a contract for unsatisfactory performance?				
	Yes No If yes, attach a description explaining in detail.				
10.	Are there any judgments, claims or suits pending or outstanding by or against you?				
	Yes No If yes, attach a description explaining in detail.				
11.	During the past five years, have you been involved in any bond forfeiture, litigation or claims that exceed 10%	0			
	the project value?				
	Yes No If yes, attach a description explaining in detail.				

Please use your own word processing software to provide a response to each item below and submit with your proposal. You should address each item in the order it is listed in order for the Selection and Evaluation Committee to make a proper and complete evaluation of your capabilities.

Executive Summary and Proposal Overview:

Provide a one-page executive summary briefly summarizing the consultant's process to be used in conducting a search to identify candidates for the next President for Anne Arundel Community College. The summary should clearly indicate any major requirements that cannot be met by the Firm and highlight the major features of the proposal to assist the reader in determining generally how the qualifications of the Firm and the proposal meets and exceeds the requirements of the RFP.

Experience:

All services furnished under this contract shall be from Firms regularly engaged in this type of work for a minimum of five consecutive 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.

Please address the following:

- 1. The Firm's number of years of experience performing professional executive search services for senior-level executives. Additionally, provide the number of years of experience that the Firm has performing these services in higher education.
- 2. A brief profile or summary of the Firm, including expertise, skills, and methodology that will enable it to provide the best services to the college.
- 3. A list of searches conducted for President in the last five years, along with the results from each search.

Management Information:

Please provide the following information for all personnel assigned to the search process:

1. Please provide the names, titles, brief biographies, and contact information of the individuals who will be assigned responsibility for the search and for the individual who will lead the search, if different, as well as any executive assistants assigned to the responsibility of search coordination on behalf of the listed consultant(s). For the individual who will lead the search, provide their experience, including the number of years providing such services for institutions of a comparable size and complexity to Anne Arundel Community College. Personnel assigned to this contract may not be changed or substituted without prior written approval from the College.

Project Approach and Understanding:

- 1. Provide a description of how the search Firm will meet the following objectives:
 - a) Overall search methodology
 - b) Conduct surveys and hold feedback sessions from college and community stakeholders
 - c) Development of the position announcement
 - d) Identification of a group of diverse and qualified potential candidates
 - e) Review of applications, conduct preliminary interviews, and verify qualifications.
 - f) Develop interview questions and rubrics
 - g) Conduct training for Search and Selection Committee
 - h) Assist in the development of a web-based communication plan
 - i) If requested, provide a secure website for posting, reviewing, and evaluating applications
 - j) Coordination of candidate interviews
 - k) Completion of reference and background checks
 - I) Support contract negotiation and/or onboarding of the new President
 - m) Maintain regular contact with the candidates
 - n) Maintain accurate recordkeeping for all aspects of the search
 - o) Describe your Firm's plan and approach to the search process specific to Anne Arundel Community College. Your response should include a suggested timeline with intended milestones. Briefly describe what makes your Firm and approach preferrable to what other Firms may provide.
 - p) Stakeholders Involvement Include your approach to involving stakeholders throughout the search processes. Based on your experience, identify the individuals and groups that you believe should be informed of the process, and/or those that should provide input, and explain your rationale for including those groups in this process.

SECTION 3.0 – VALUE ADDED

Briefly share what makes your Firm unique among other Firms regularly engaged in this type of work. What differentiates your Firm from your competitors?

Describe any additional value added services that were not previously mentioned in your response for Section 2.0 of the submittal documents.

SECTION 4.0 - REFERENCES

FIRM NAME
Please provide a list of at least three (3) client references from the past three (3) years, ideally involving Presidential searches or consulting services for senior-level positions at public colleges or universities. These projects should be comparable in scope, complexity, and requirements to the current engagement. References from Anne Arunde Community College will not be accepted.
1. Client:
Address, City, State, Zip:
Name/title of Contact Person:
Telephone :
E-mail:
Value of the contract:
Description of work, dates of service, and explanation of how the services that were provided are similar to the college's requirements:
2. Client:
Address, City, State, Zip:
Name/title of Contact Person:
Telephone :
E-mail:
Value of the contract:
Description of work, dates of service, and explanation of how the services that were provided are similar to the college's requirements:
3. Client:
Address, City, State, Zip:
Name/title of Contact Person:
Telephone:
E-mail:
Value of the contract:
Description of work, dates of service, and explanation of how the services that were provided are similar to the college's requirements:

SECTION 5.0 – LIST OF SUBCONSULTANTS

PRIMARY FIRM NAME:
If subconsultants are not used check this box:
List all subconsultants to be used during the performance of this contract. Submit additional forms if needed.
Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
E-mail Address:
Services to be provided:
Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
E-mail Address:
Services to be provided:
Company Name:
Street Address:
City, State, Zip:
Telephone:
Primary Contact:
E-mail Address:
Services to be provided:

APPENDIX D – VOLUME TWO SUBMITTAL DOCUMENTS

Section 6.0	Firm's Price Proposal
	•
Section 7.0	Acknowledgement of Addenda
Section 8.0	Conflict of Interest Statement
Section 9.0	Participation in Procurement Statement
Section 10.0	Bid/Proposal Affidavit
Section 11.0	Proof of Insurance
Section 12.0	Minority Participation

	SECTION 6.0 – FIRM'S PRICE PROP	OSAL			
To Who	om It May Concem,				
I/We _	of				
respect candida Project	ndersigned, having reviewed the Request for Proposal (RFP) issued tfully submits this proposal to support the Board of Trustees in the ideates for the position of President. This proposal is submitted in accordance C2026-12-P, including all addenda issued prior to the proposal submittee below, and is offered at the following proposed pricing:	dentification and recruitment of qualified ce with the specifications outlined in RFF			
deliver accom later d	tal cost offered must include all charges and costs – including all y services, telecommunications costs, travel expenses, shipping plish the tasks of this RFP and incurred in the delivery of this procurate for additional charges due to the Firm's omission. It should be as a result, all quotes may not include tax.	costs, and similar costs required to rement. No allowance will be made at a			
6.1	BASE COST				
	Description	Total Fixed Fee			
	Firm's Total Fixed Fee (excluding travel expenses) for Presidential Search Consulting Services:				
6.2	ITEMIZATION OF TOTAL FIXED FEE				
	Provide an itemized list of fees for the total fixed fee provided under 6.1 above. The itemized fees must be submitted on your Firm's official letterhead and included as part of your submittal for Section 6.0 of the submittal documents for Volume Two of this RFP.				
	be submitted on your Firm's official letterhead and included as pa				
6.3	be submitted on your Firm's official letterhead and included as pa	art of your submittal for Section 6.0 o			
6.3	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP.	art of your submittal for Section 6.0 o			
6.3	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCE	art of your submittal for Section 6.0 o			
6.3 6.4	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEI Description	art of your submittal for Section 6.0 o			
	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEI Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE):	ED (NTE) Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submitta			
	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEID Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): ITEMIZATION OF REIMBURSABLE FEES Provide an itemized list of reimbursable fees for the total fixed itemized fees must be submitted on your Firm's official letterhead	Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submitta RFP. ly rate is defined as the total cost to the			
6.4	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEID Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): ITEMIZATION OF REIMBURSABLE FEES Provide an itemized list of reimbursable fees for the total fixed itemized fees must be submitted on your Firm's official letterhead for Section 6.0 of the submittal documents for Volume Two of this OPTIONAL ADDITIONAL PROFESSIONAL SERVICES May or may not be awarded at the college's discretion. The total hour Firm, including, but not limited to, direct salary, payroll taxes, unemplo	Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submitta RFP. ly rate is defined as the total cost to the			
6.4	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEID Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): ITEMIZATION OF REIMBURSABLE FEES Provide an itemized list of reimbursable fees for the total fixed itemized fees must be submitted on your Firm's official letterhead for Section 6.0 of the submittal documents for Volume Two of this OPTIONAL ADDITIONAL PROFESSIONAL SERVICES May or may not be awarded at the college's discretion. The total hour Firm, including, but not limited to, direct salary, payroll taxes, unemploinsurance, fringe benefits, overhead and profit.	Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submittat RFP. ly rate is defined as the total cost to the yment insurance, worker's compensation			
6.4	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEID Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): ITEMIZATION OF REIMBURSABLE FEES Provide an itemized list of reimbursable fees for the total fixed itemized fees must be submitted on your Firm's official letterhead for Section 6.0 of the submittal documents for Volume Two of this OPTIONAL ADDITIONAL PROFESSIONAL SERVICES May or may not be awarded at the college's discretion. The total hour Firm, including, but not limited to, direct salary, payroll taxes, unemploinsurance, fringe benefits, overhead and profit.	Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submittat RFP. ly rate is defined as the total cost to the yment insurance, worker's compensation			
6.4	be submitted on your Firm's official letterhead and included as pathe submittal documents for Volume Two of this RFP. TOTAL REIMBURSABLE FEES (E.G. TRAVEL) NOT TO EXCEID Description Total Reimbursable Fees (e.g., Travel), Not to Exceed (NTE): ITEMIZATION OF REIMBURSABLE FEES Provide an itemized list of reimbursable fees for the total fixed itemized fees must be submitted on your Firm's official letterhead for Section 6.0 of the submittal documents for Volume Two of this OPTIONAL ADDITIONAL PROFESSIONAL SERVICES May or may not be awarded at the college's discretion. The total hour Firm, including, but not limited to, direct salary, payroll taxes, unemploinsurance, fringe benefits, overhead and profit.	Total NTE Reimbursable Fee fee provided under 6.3 above. The and included as part of your submittat RFP. ly rate is defined as the total cost to the yment insurance, worker's compensation			

SECTION 6.0 – FIRM'S PRICE PROPOSAL (continued)

CONTRACT:

By submitting a response to this RFP, the undersigned acknowledges the acceptance of the college's terms and conditions and agrees to accept any requested modifications to the contract. If the college and the best evaluated proposer are unable to agree to final terms of a contract, the college reserves the right to terminate negotiations and proceed to the next best evaluated Firm. The contract shall incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

SUBMITTAL OF PROPOSALS:

By submitting a response to this RFP, 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 noted above.

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, who 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.

SIGNATURE OF FIRM:

		Ву		
Firm Name		-	Signature of Firm Representation	/e
Business Address		-	Title of Firm Representative	
Dated this	_day of			_, 20

SECTION 7.0 - ACKNOWLEDGEMENT OF ADDENDA

We,	acknowledge receipt of the following Addenda				
(Proposing Firm's Name)					
No	, Dated				
No	, Dated				
No	, Dated				
No	, Dated				
Sign	nature of Authorized Firm Repr	resentative			
Print	t Name of Authorized Firm Rep	presentative			
Title of Authorized	Firm Representative	 Date			

SECTION 8.0 – 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.			
OF	O SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION ID BELIEF.			
Со	mpany:			
Au	thorized Signature:			

END OF SECTION

Date:

SECTION 9.0 – PARTICIPATION IN PROCUREMENT STATEMENT

FIRM NAME		
assists an executive unit (the Colle proposals, or a person that employ	ege) in the drafting of specification s the individual during the period of assist or represent another perso	Code Ann. 13-212.1, an individual whons, an invitation for bids or a request for of assistance, may not 1) submit a bid or on, directly or indirectly, who is submitting
Si	gnature of Authorized Firm Repres	entative
Pri	nt Name of Authorized Firm Repres	sentative
Title of Authorize	d Firm Representative	Date

SECTION 10.0 - 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 "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, not 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 statue 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;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification 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

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(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 o 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:	Ву:	
	-	(Authorized Representative and Affiant)

SECTION 11.0 - 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 Part Three – General Conditions of Contract, paragraph 3.19 Insurance, pages 18 & 19. 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. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

SECTION 12.0 - MINORITY PARTICIPATION

FIRM NAME _____

It is the policy of Anne Arundel Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of persons with disabilities, and Firms that are 51% owned and controlled by a member of socially or economically disadvantaged minority groups, which include: African-Americans, Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the mentally or physically disabled. MBE participation can be achieved via MBE prime, MBE joint venture party, MBE consultants, and MBE suppliers or trade contractors. The College does not have a MBE certification program, but accepts MBE certification from all government certification programs.
Non-minority Firms are encouraged to respond to this section by providing a narrative explaining their MBE participation by describing the Firm's outreach efforts to minority business enterprises in order to encourage their participation.
 Scoring for minority participation will be as follows: 5% will be awarded if Firm is a minority firm 3% will be awarded if Firm will utilize a minority sub-consultant for this project 1% will be awarded if Firm has utilized a minority sub-consultant on similar projects and/or have participated in a Minority Outreach Program within the last twelve (12) months
*Firms must provide written documentation and proof in order to receive any MBE percentages listed above
Firms shall complete the following:
I hereby represent that our/my company IS IS NOT a minority business firm as indicated below (check all that apply):
African-American
American Indian/Alaska Native
Hispanic
Asian/Pacific Islander
Disabled
Female

END OF SECTION

Signature of Authorized Firm Representative

Print Name of Authorized Firm Representative

Minority Business Enterprise Certification #

Title of Authorized Firm Representative

Certifying Agency _____

Date