Request for Proposals For:

COMPENSATION
and
CLASSIFICATION STUDY

for
CHESAPEAKE COLLEGE
1000 College Circle
PO Box 8
Wye Mills, MD
21679

All sealed Proposal responses must be received in the Procurement Office, D231, prior to 2:00pm local time on March 20, 2020.

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

Karen Smith 410-827-5816
Director of Budget and Procurement
ksmith@chesapeake.edu

NOTICE: Prospective Offerors who have received this document from a source other than the director of purchasing and auxiliary services should immediately go to the Chesapeake College procurement web page https://www.chesapeake.edu/about/procurement to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A firm’s failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective Offeror who fails to monitor the Chesapeake College procurement web page assumes complete responsibility in the event that they do not receive communications from the director of purchasing and auxiliary services prior to the closing date.
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TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION, CONTRACT AWARD AND INITIATION

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

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

- Feb. 16, 2020 Solicitation document posted to EMMA and the College’s purchasing web page. [https://www.chesapeake.edu/about/procurement](https://www.chesapeake.edu/about/procurement)
- Feb. 28, 2020: Pre Bid meeting 1:00 PM, Room D233 (Cut off for questions 3/2/20 1:00 PM)
- March 20, 2020: **Due date for proposals.** All proposals are due by **2:00 p.m.**
  Karen Smith
  Director of Budget and Procurement
  Dor. Admin Bldg. D231
  Chesapeake College
  1000 College Circle
  PO Box 8
  Wye Mills, MD
  21679

- April 23, 2020: Oral presentations with short listed Offerors, times to be determined.
- June 11, 2020: Anticipated contract award. The contract award requires the approval of the College’s Board of Trustees.
SCOPE OF SERVICES

1.1 INTRODUCTION

Chesapeake College’s Board of Trustees requests proposals from qualified professional firms to perform a compensation and classification study for Chesapeake College. The analysis will consider the competitiveness of the job classification and salary grade system, including market considerations, as well as a determination of the internal and external equity of position classification.

1.2 OVERVIEW

Chesapeake College is seeking consulting services to assess the College’s current classification and salary structures for budgeted faculty, administrators, and support staff. It is expected that as part of this analysis the firm shall conduct a review of College data and materials focusing on the alignment of the systems with the College’s mission and values. The firm shall also review the competiveness of College salaries and position pay grades in the marketplace, as well as the institutional operations, systems, and process for classification and reclassification of positions. The assessment shall evaluate the procedures for maintaining the job classification program and make recommendations for any necessary improvements.

It is anticipated that the award of this RFP will be made by the Board of Trustees June 11, 2020 and the project will begin July 1, 2020. The College desires the draft analysis to be delivered no later than October 31, 2020, and the final report by November 30, 2020; however, at the project kickoff meeting, the College and the selected firm will finalize the schedule, including deadlines for preliminary reports, after all of the details for the project are determined.

1.3 COLLEGE BACKGROUND

Chesapeake College (Chesapeake), Maryland’s first regional community college, is a fully accredited, public, two-year institution serving the community for more than 50 years. Its open-admissions policy supports its mission to provide affordable, accessible education leading to transfer to four-year schools, immediate entry into the workforce, contract training to businesses and industry, as well as continuing professional studies and certifications, skill-building and personal enrichment courses not leading to degrees or certificates.

The College currently employs 229 full and part-time budgeted employees. Employment processes are managed by a centralized human resources department that reports to the Vice President for Administrative Services, who reports directly to the President. Employees are categorized into three different constituency groups depending on their position classification: faculty; administration; and support staff.
1.4 SCOPE OF WORK

Chesapeake College (the College) is seeking consulting services to conduct a comprehensive compensation and classification study that includes:

a) an analysis of the existing job classifications,

(b) an external salary survey for all regular full and part-time positions using appropriate competitive markets,

(c) a parity analysis to ensure internal equity, including estimated implementation costs,

(d) an analysis of the college’s total benefits program as a percentage of compensation costs compared to similar organizations,

(e) a brief discussion of alternative community college compensation models for future consideration,

(f) a detailed report with recommendations for implementation and maintenance of proposed improvements, any opportunities to enhance the college’s system of in-house job placement assessments,

(g) Presentation of study findings to Board of Trustees, college leadership and internal governance bodies.

The total full and part-time budgeted headcount is 229. The current make-up of positions includes approximately 59 full-time faculty positions, 16 administrators, 73 exempt employees, and 81 non-exempt employees. Part-time faculty and temporary staff are not included in this study.

A. Analysis of Existing Job Classification Systems

The College’s current classification system for faculty, administrative and support staff were implemented in 2015. Consulting services will include an analysis of the current system to determine potential improvement opportunities. The analysis will include identifying difficult-to-fill positions and considering alternative classification and pay structures for these positions, if applicable.

B. External Salary Survey

Consulting services will include an external salary survey for faculty, administration and support staff positions using multiple market points, including the local labor market (employers in Queen Anne, Talbot, Caroline, Kent and Dorchester counties, including local government and boards of education), regional labor market (Delmarva Peninsula including Delaware), and comparable higher education institutions, Data should be compiled and analyzed to determine if and how salary scales should be adjusted to maintain market competitiveness.

C. Parity Analysis to Ensure Internal Equity

Upon placement of positions into the existing/proposed classification systems, consultant will conduct a parity analysis to ensure internal pay equity of eligible employees based on placement criteria.

D. Benefits Program Analysis

The consultant shall calculate the college’s total cost of benefits as a percentage of wages paid and provide an analysis of those results compared to the overall benefits costs of other surveyed entities.
E. Alternative Community College Compensation Models:

Based upon a limited literature review and survey results, review the college’s compensation, placement and promotion policies and procedures and provide improvement recommendations.

F. Final Report Including Recommendations for Policy and Procedure Improvements

Consulting services will include the provision of a detailed report covering each item in the scope of work. The report will include at the minimum, results for each of the requested assessments and analyses including:

a) the analysis of our current classification process and the development of tools for College human resources to conduct future job analyses in order to classify or reclassify positions into the existing/proposed classification system,

b) results of external market surveys,

c) descriptions of the processes and analyses that were completed for each item in the scope of work,

d) recommendations for implementation and maintenance of proposed changes, (d) the estimated cost of implementing each recommendation, and

e) suggested timelines for each.

A preliminary report shall be delivered and discussed with the College’s Director of Human Resources by October 31, 2020. The final report will be presented in person to President’s staff no later than November 30, 2020.

G. Presentations to the Campus Community

Consultant will provide separate summary presentations for each campus community constituency as detailed above. Consultant will work closely with the Director of Human Resources and President’s staff to develop an appropriate presentation and presentation modality.
SUBMITTAL FORMAT

2.1 INTRODUCTION

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

2.2 ORGANIZATION OF PROPOSAL

Proposals must be organized in the following format:

Title page
Firm’s qualifications and relevant experience
Staff qualifications
Project Experience
Work plan
Reports
Financial stability
References
Affidavit of Accuracy
Contractor Information Form
Acknowledgement of Addenda
Conflict of Interest Statement
Ethics Statement
Bid/Proposal affidavit
Any relevant subcontractor information
Firm Price Proposal

Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

2.3 TITLE PAGE

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

2.4 FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE

All services furnished under this contract shall be from firms that have been in business for at least five (5) years, and licensed 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 not eligible for award.
Provide detailed information about the following items relating to the firm’s qualifications and relevant experience, including, but not limited to the following:

1. Provide a company overview, including size, revenue, services provided, and business outlook. Provide detailed information about the number of employees involved in direct support on projects. Provide information about the length of time the firm has been providing compensation analysis consulting services, as well as any other services that may be provided by the firm.

2. Provide information about the firm’s business and customer service philosophy.

3. Provide information about the number and size of higher education institutions that have utilized the services of your firm. Detail the number of institutions that are public, private, four-year and two-year. Specify the services that have been provided and whether or not the compensation studies included faculty.

4. What is the average duration of a client relationship?

5. How many new clients has your firm added in the past year?

6. How many clients have terminated services in the past year? Why?

7. Is there any pending litigation against your firm? If so, please describe.

8. Are there any significant changes expected in your firm’s client base or company operations that would affect your firm’s ability to provide services to the College?

2.5 STAFF QUALIFICATIONS

Identify and provide detailed resumes for all staff who will work on the contract. Information for each person shall include their educational background, certifications, and work experience with the proposing firm, as well as any positions with prior employers. Provide a description of the role each individual will play in the project and the approximate amount of time that will be spent. Include specific detail for any experience with work performed for a higher education institution. It should be noted that the College does not want the entire portfolio for each individual. Examples should be used sparingly and only to demonstrate a particular qualification of an individual. The team should clearly demonstrate experience comparable to that required to successfully execute the work described in this solicitation.

Additionally, Proposers shall designate a project coordinator who will be the primary liaison with the College, including name, contact information and position with firm.
2.6 PROJECT EXPERIENCE

Provide information about relevant experience in the performance of similar projects in the past five (5) years. Identify the scope of work performed at higher education institutions, especially any community colleges. Identify the number of job classification and compensation studies that have been performed by your firm and the specific team proposed for this project in the last five (5) years. Provide information about your firm’s experience evaluating jobs in the Maryland marketplace. Provide examples of processes and models generally used during a project to determine marketplace value for a particular region.

2.7 WORK PLAN

Describe the firm’s understanding of the project as outlined in the Scope of Work section of this RFP and a plan for accomplishing these tasks. Include a complete description of your proposed approach and methodology for the project. Describe the firm’s approach to assessing job classification in colleges and universities. Specify if any tasks can be done separately and any tasks that are intertwined in nature. Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Include a project organizational chart that shows clear lines of authority and convey the previous working relationships between and among the proposed team members. Identify the personnel that will be responsible for project management.

Include all project requirements and the proposed tasks necessary to accomplish the scope of the project. Provide a proposed project schedule and include the number of firm hours anticipated for the project. Identify the information that the College will need to provide. Indicate the various College staff that would be expected to participate in the assessment and the nature of their involvement. Include the proposed number of meetings and site visits.

Describe any unique approaches or techniques developed and used by your firm that would provide an advantage to the College for this project.

Provide a timeline to perform assessment, study, and deliverables. It should be noted that presentations will ultimately be scheduled in accordance with applicable College personnel calendars.

2.8 REPORTS

Provide a sample salary survey and executive report that will be submitted to the College.

2.9 FINANCIAL STABILITY

Proposers shall submit graphic, narrative, and documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the firm. Proposers shall disclose if the firm has ever filed for bankruptcy, and if applicable, provide information as to the date of the filing, the type of filing, and the resolution. Provide independently audited, reviewed or compiled financial statements for the three most recent complete fiscal years. All statements provided in this section must be current. “Upon Request” is not a satisfactory answer.
2.10 REFERENCES

Personnel of the College may contact references listed in the Technical Proposal, as well as other sources referred to them in the course of the evaluation. References will be questioned about such items as the Proposer’s overall performance, organization, cooperation, timeliness, and quality of support. The Proposer shall ensure that contact information is current. Use the reference form provided in this section.

2.11 FIRM PRICE PROPOSAL

The pricing offered on the Price Proposal must include all charges and costs (including travel and meals) incurred in the delivery of this procurement. The price proposal should include line items for each major portion of this project.

No allowance will be made at a later date for additional charges due to the Offeror’s omission. In addition, all Offerors must hold their proposed prices for 120 days after the price submittal date, but prior to contract award date.
GENERAL INFORMATION

3.1 REQUEST FOR PROPOSAL DUE DATE
All responses to this Request for Proposal are due in the Chesapeake College Purchasing Office, D231, 1000 College Drive, Wye Mills, Maryland 21679 in a sealed envelope prior to 2:00 pm on March 20, 2020, at which time and place only the names of the firms submitting proposals will be recorded. Contractors do not need to be present at the recording. All proposal packages must be sealed and clearly identified and marked as pertaining to this solicitation. **No facsimile or email transmissions will be accepted.** It is the responsibility of the offeror to plan the delivery of the proposal packages accordingly. No responses will be accepted after this date and time. In the event that the College is closed on the RFP opening due date as a result of an emergency or inclement weather, the RFP will be opened at the stated time on the next open business day, unless the Offeror is notified otherwise.

3.2 QUESTIONS AND INQUIRIES
A pre-proposal conference will be held for this solicitation. Cutoff for questions is March 2, 2020 at 1:00 PM. All questions and inquiries must be received via email to ksmith@chesapeake.edu. Any questions and answers, clarifications or changes in specifications will be posted in an addendum on the college procurement page. [https://www.chesapeake.edu/about/procurement](https://www.chesapeake.edu/about/procurement)

It is the Offeror’s responsibility to monitor these sites and download any addenda. Failure by the offeror to acquaint himself or herself with all the requirements of the requested services shall not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the services.

3.3 CONTACT INFORMATION
The sole point of contact for Chesapeake College for purposes of this RFP is: Karen Smith, Director of Budget and Procurement via email.

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP, or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications or the process as a whole in writing to this contact person. Firms are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any questions received after the above cut-off date for questions.

Under no circumstances are firms, including third party firms or their staffs, to contact other College employees, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information unless specifically noted in the Scope of Work. **Firms failing to comply with this requirement may be disqualified.**
3.4 SUBMISSION OF PROPOSALS
The selection procedure for this procurement requires an independent evaluation of submitted proposals and College submittal documents. Proposals are due March 20, 2020 on or before 2:00 PM EST.

Offerors must submit one (1) original and one (1) electronic (flash drive) copy of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. The “original” copy should be clearly marked. Copies of the proposal response will not be returned to the Offeror. All proposal packages submitted in response to this RFP must be signed, sealed and labeled. Offerors must copy the package sample label below and paste on the outside of the package:

RFP ENVELOPE LABEL

RFP Due Date: March 20, 2020
RFP Due Time: 2:00 PM
Offeror’s Name: __________________________
Offeror’s Address: __________________________

Project Title: RFP Compensation and Classification Study

Deliver this package to the Procurement office: D231

It is mandatory that the RFP package label, as shown above, is used or this exact information is provided on the outside of the sealed proposal packages. Failure to do so may cause the proposal to be rejected.

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

All costs incurred by responding firms associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances by reimbursed by the College.

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

It is anticipated that oral presentations will be scheduled on April 23, 2020. All key personnel on the Proposer’s team are required to attend the presentation. At the time the oral presentations are scheduled, the College will
confirm with each Proposer the specifics of these sessions.

In addition to the criteria listed elsewhere in this document, firms shall be evaluated on the following criteria:

1. Responsiveness to the scope of work and questionnaire;

2. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;

3. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;

4. Oral presentations

5. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;

6. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;

7. Firm’s capacity to perform the work giving consideration to current workloads;

8. Firm’s familiarity with problems applicable to this type of service;

9. References from previous clients, including size and scope of services, name and telephone number of contact person; and


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

3.6 EVIDENCE OF RESPONSIBILITY
Prior to the award of a contract pursuance to this RFP, the Director of Budget and Procurement may require Contractor to submit such additional information bearing upon Contractor’s ability to perform the contract as the College deems appropriate. The College may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Contractor. Quality of performance may also be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor’s businesslike concern for the interests of the customer. The College reserves the
right to reject any proposal deemed not responsible or non-responsive.

3.7 AWARD
The College intends to award this contract to a single qualified firm to provide services described herein. This contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is the best interest of Chesapeake College to award the contract. The Offeror’s response, the specifications, terms and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.

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

Chesapeake College is a public institution of higher education and its budget is subject to funding by governmental entities. The college reserves the right to cancel this RFP or not award the contract based on the college’s continued appropriation of sufficient funds by the college’s appropriating authority.

In the College’s sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of bids. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

3.8 PRICING
The pricing offered on the Price Proposal must include all charges and costs (including travel and meals) incurred in the delivery of this procurement. The price proposal should include line items for each major portion of this project. No allowance will be made at a later date for additional charges due to the Offeror’s omission. In addition, all Offerors must hold their proposed prices for 120 days after the price submittal date, but prior to contract award date.

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

a. Failure to meet the mandatory specifications and requirements;
b. Failure to respond in a timely fashion to a request for additional information or data;
c. Failure to supply appropriate and favorable client references;
d. Financial instability of firm submitting the proposal;
e. Failure of the firm to successfully negotiate a contract, if applicable;
f. Submitting an incomplete price proposal page;
g. Submitting a proposal that is not signed; or
h. Failure to demonstrate that the Offeror is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
i. Lack of funding
3.10 CONTRACT
The terms of this RFP, as well as the response, shall be incorporated into the contract. If there is any conflict between these documents, the following order of precedence shall apply: Contract, RFP, response.

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

If this contract terminates for any reason, including termination for cause, convenience, or at the end of the term, and the Contractor is not awarded the next contract, the Contractor shall assist the College in the transition of services to the new firm as required. The College reserves the right to hold the payment of the final invoice for the Contractor until the completion of the successful transition.

All applicable Federal laws, State laws, County, local, and municipal ordinances, by-laws, and the orders, rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

3.11 CHANGES TO THE CONTRACT
The College may make any alterations, deviations, additions or omissions from the Request for Proposals documents which it deems to be in the best interest of the college without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions or omissions shall be processed as a change order.

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

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

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

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

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

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

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

3.13 CONFLICT OF INTEREST

The Contractor shall provide full disclosure of any financial interest or agreements that may foreseeably allow the Contractor to materially benefit from the adoption of any recommendations. Additionally, the Contractor may not utilize any information not a matter of public record which is received by reason of this Contract, for pecuniary gain not contemplated by the terms of this Contract, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The College’s specific information contained in the report, survey or other product developed by the Contractor pursuant to this Contract is the property of Chesapeake College and shall not be used in any manner by the Contractor unless authorized by the College.

3.14 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the College and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor’s possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.15 COOPERATIVE PURCHASE

The College reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Request for Proposals to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this RFP. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.
3.16 SUBCONTRACTORS
Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject.

3.17 EMPLOYMENT OF CHILD SEX OFFENDERS
Chesapeake College provides a number of programs throughout the main campus that involve minor children, including the Early Childhood Development Center. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

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

The Offeror shall list at least three projects of similar scope. The referenced work shall have been completed within the last five (5) years. Provide a brief description of the scope of work. Use separate sheets if necessary and include with submission. Offerors must make sure references and contact persons are current. If the College is unable to contact a reference as a result of outdated information, the College reserves the right to regard that reference as an unfavorable reference.

Reference 1

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</tr>
<tr>
<td>Service dates</td>
<td></td>
</tr>
</tbody>
</table>

Please note: References listed must be able to confirm the Offeror’s ability to provide the services requested in this RFP document.

References submitted by: ________________________________

Company name

18
AFFIDAVIT OF ACCURACY FORM

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

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Representative/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Signature)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Representative/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Print/Type)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone number</th>
<th>Date</th>
</tr>
</thead>
</table>
CONTRACTOR INFORMATION FORM

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

________________________________________________________________________
(Printed name of Offeror)

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

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Please provide the following information:

<table>
<thead>
<tr>
<th>Company Name: ___________________________</th>
<th>Incorporated (Y/N): __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax Id: ________________________</td>
<td>Years in Business: ________</td>
</tr>
<tr>
<td>Street Address: _________________________</td>
<td>City: ______________________</td>
</tr>
<tr>
<td></td>
<td>State, Zip _________________</td>
</tr>
<tr>
<td>Office phone number: ____________________</td>
<td>Fax number: ________________</td>
</tr>
<tr>
<td>Cell phone number: ______________________</td>
<td>Email address: ____________</td>
</tr>
<tr>
<td>Contact Person: _________________________</td>
<td>Title: ________________</td>
</tr>
</tbody>
</table>

________________________________________________________________________

<table>
<thead>
<tr>
<th>Company name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Authorized signature and date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ACKNOWLEDGEMENT OF ADDENDA

We, _________________________________ acknowledge receipt of the following addenda:

No. ________, Dated ____________________
No. ________, Dated ____________________
No. ________, Dated ____________________
No. ________, Dated ____________________
No. ________, Dated ____________________

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

__________________________________  __________________________
Company name                          Name

__________________________________  __________________________
Date                                  Authorized signature
CONFLICT OF INTEREST STATEMENT

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

Company: 

Authorized signature: 

Printed name: 

Title: 

Date: 
ETHICS STATEMENT

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

Firm: 

Authorized signature: 

Printed name: 

Title: 

Date: 

BID/PROPOSAL AFFIDAVIT

O. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:
I am the (title) ____________ and the duly authorized representative of (business) ______________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:
(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:
(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has:
(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

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

I FURTHER AFFIRM THAT:
I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:
(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
I Prohibit its employees from working under the influence of drugs or alcohol;
(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
I 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:
(O) 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:
(O) 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)—(i), 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
I The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

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

(If not applicable, so state).
(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

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

N. Repealed.

O. ACKNOWLEDGEMENT

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

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

Date: ___________ By: __________________________ (Authorized Representative and Affiant)

RFP Title : Compensation and Classification Study Chesapeake College
NO BID RESPONSE FORM

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

_____ Too busy at this time

_____ Not engaged in this type of work

_____ Project too large/small

_____ Cannot meet mandatory specifications (Please specify below)

_____ Other (Please specify)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

COMPANY NAME ______________________ PRINTED NAME ______________________

TITLE ___________________________ SIGNATURE __________________________

DATE ___________________________ ADDRESS __________________________

Please return to:
Karen Smith
Procurement Office, D231
Chesapeake College
1000 College Circle
PO Box 8
Wye Mills, MD 21679
TERMS AND CONDITIONS

Please refer to the Terms and Conditions link on the web page below

https://www.chesapeake.edu/about/procurement