



**HOWARD COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
10901 LITTLE PATUXENT PARKWAY  
COLUMBIA, MD 21044**

**REQUEST FOR PROPOSALS (RFP)  
SECURITY SERVICES  
RFP NUMBER 25P-009**

All sealed proposals **MUST BE RECEIVED** via Equity Hub's Proposal Locker at <https://proposallocker.us/details/5084> by **11:00 a.m. local time on July 18, 2025**.

**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.

Drewry L. Brown Jr., Ph.D.  
Director of Procurement

**NOTICE:** Prospective Bidders who have received this document from a source other than the Issuing Office should immediately go to the Howard Community College procurement website to ensure that they have received all addendums to the Request for Proposals or other communications issued in relation to this RFP. A Prospective Bidder who fails to monitor the Howard Community College website assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

June 17, 2025

To All Prospective Offerors:

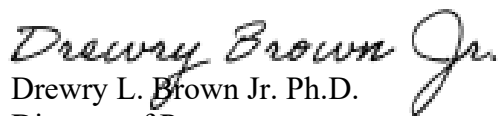
The Board of Trustees of Howard Community College invites proposals from qualified vendors to provide Security Services in accordance with the Scope of Services contained herein the following documents.

Proposals will be accepted via Proposal Locker until **11:00 a.m. on July 18, 2025**, at which time and place the names of the firms submitting proposals will be recorded. Late submittals will not be considered. It is the responsibility of each firm to ensure that their submittal is delivered to the proper place prior to the scheduled date and time.

Copies of the Request for Proposals (RFP) may be obtained from the Howard Community College solicitation website at: [www.howardcc.edu/procurement](http://www.howardcc.edu/procurement) on the current solicitation page. Firms are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

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

Sincerely,

  
Drewry L. Brown Jr. Ph.D.  
Director of Procurement

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

**TABLE OF CONTENTS**

**KEY INFORMATION SUMMARY SHEET..... 4**

**SCOPE OF WORK..... 6**

**SUBMITTAL FORMAT..... 18**

**GENERAL INFORMATION ..... 25**

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## KEY INFORMATION SUMMARY SHEET

<b>Issuing Office:</b>	Howard Community College
<b>Request for Proposals Title:</b>	Security Services
<b>Request for Proposals No:</b>	25P-009
<b>Procurement Officer:</b> <b>Title:</b> <b>Phone:</b> <b>Email:</b>	Drewry I. Brown Director of Procurement 443-518-4668 dbrown6@howardcc.edu
<b>Opening Date:</b>	Tuesday, June 17, 2025
<b>Pre-Proposal Conference:</b>	Wednesday, June 25, 2025, at 10:00 am EST in Hickory Ridge Bldg. / RM 322 <b>See Section 4.2 for more details.</b>
<b>Questions Deadline:</b>	Monday, June 30, 2025, at 12pm EST
<b>Closing Date:</b>	Friday, July 18, 2025, at 11 am EST
<b>MBE Subcontracting Goal:</b>	Twenty-nine percent are not mandatory but strongly encouraged.
<b>Contract Type:</b>	Firm Fixed Price
<b>Contract Terms</b>	Three (3) year Base with one (1) renewal option years.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
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## **1.1 OBJECTIVE**

Howard Community College (“HCC” or the “College”) is seeking a qualified private security firm to provide fixed price proposals for unarmed security services for the College.

## **1.2 COLLEGE BACKGROUND**

Opened in 1970, the College is a publicly funded two-year community college servicing the educational needs of citizens and employers in Howard County, Maryland. The College attracts 46 percent of Howard County undergraduates who attend public and private two-year and four-year Maryland colleges. In fiscal year 2024, the College served over 23,000 unduplicated credit and noncredit students, who chose from numerous programs of study. offered among the College’s main campus and off-campus sites and locations. The College was built on a foundation characterized by service to students, community partnerships, and continuous quality improvement.

## **1.3 COLLEGE BACKGROUND**

The College directly employs the Director of Public Safety, an Assistant Director of Public Safety, and 3 special police officers; all other security is provided by employees of the current Contractor. The Director of Public Safety oversees the security operations for the College, acts as the liaison between the Contractor and the College, and is authorized to give directions to and establish standards for management of the security contract and personnel provided by the Contractor. The Director of Public Safety reports to the Executive Vice President of Administration and Finance and is on call 24/7.

The College anticipates awarding this contract at the August board of trustees meeting. Transition of services will be expected to occur during the month of September, with full contract commencement on October 1, 2025.

## **SCOPE OF WORK**

### **2.1 SCOPE OF WORK**

This document provides the minimum specifications and requirements to be met by the private security services firm that is awarded the contract. By this reference, the College expressly reserves the right to amend, modify and reissue orders, directives and other instructions pertaining to the assignments, training and responsibilities of the security officers and other terms of the contract as necessary to meet the overall objectives of the contract.

Services should be provided by a well-established private security services firm with extensive experience providing security in a higher education or similar large campus environment. The firm should have a significant pool of officers on staff to ensure appropriate staffing of the contract, as well as the financial capability to support a large payroll. The firm shall also implement technical solutions, as appropriate during the contract, to streamline processes and assist in the management of officers.

At a minimum, the Contractor shall:

1. Provide for the security of the buildings, grounds, and equipment of the College.
2. Provide a safe environment, while being sensitive to student, faculty, staff, and visitor needs.
3. Provide emergency services, as specified in the College's Emergency Operations Plan manual, such as assisting students, faculty, staff, and visitors in need of emergency medical services, or during an evacuation, fire, or storm.
4. Act as first responder in the event of an emergency.
5. Act as first responders for bloodborne pathogen situations, opioid overdose and necessary use of defibrillators.
6. Follow established emergency procedures for the various fire alarms, boiler alarms, and sprinkler systems, which include simple instructions of actions to be taken and telephone numbers to be called.
7. Document activities and findings on daily logs and incident reports.
8. Enforce parking policies and procedures on campus.
9. Handle special parking requests for individual visitors and outside groups.
10. Provide lock and unlock services, as needed.

11. Issue identification cards to faculty, staff, and students.
12. Provide general information and assistance to students, faculty, staff, and visitors in a courteous manner; and
13. Display model and professional behavior appropriate to an academic environment.

## **2.2 GENERAL REQUIREMENTS**

The College is dedicated to the welfare and safety of its students and employees, as well as the security of the campus. The College expects the successful Contractor to embrace the mission, vision and values of the College and be a partner with the College in creating a safe campus environment.

To achieve this goal, the Contractor shall comply with the following requirements:

1. The Contractor shall provide a copy of the Contractor's Security Manual detailing the company policies and procedures for review by the College after the award has been completed. Upon commencement of the contract term, the Contractor shall certify to the College that all the Contractor's employees assigned to the College are sufficiently trained on all instructions in the Security Manual. This manual shall be distributed in sufficient quantities for use by security officers.
2. The Contractor shall comply with all Federal, State, and local laws, ordinances, rules, and regulations which may affect those engaged or employed on the College worksite, or which may, in any way, affect the conduct of work or activities at the College. It is the Contractor's responsibility to stay up to date on all legal requirements. All employees of the Contractor will, always, observe and comply with all such laws, ordinances, rules, and regulations. Additionally, the Contractor will protect and indemnify the College and its representatives against any such claim or liability arising from or based on the violation of any law, ordinance, rule or regulation, whether committed by the Contractor or its employees.
3. The Contractor shall be responsible for obtaining all licenses, permits, and personnel clearances necessary for performance of this contract. Additionally, the Contractor shall provide all necessary safeguards and be deemed to assume all risks in connection with services rendered.
4. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with its employees as may be necessary. Contractor's employees must abide by all policies and procedures of the College, including personnel policies related to conduct of employees.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

5. Each week, the Contractor shall conduct and document at least three (3) nightly and two (2) weekend periodic post inspections of their assigned security employees. These inspections shall include, but are not limited to, the overall quality of the security contract performance, job knowledge of individual officers, the effectiveness of security contract training, and the conduct and appearance of the security officers.
6. The Contractor's management representative must meet with the College once a month, or at other established intervals, to review and discuss the College's security program and to discuss any recommendations, revisions, or modifications to the College's security program.
7. The Contractor is required to appropriately staff the campus to fulfill the services required by this contract. If the Contractor is forced to pay overtime to officers to ensure required coverage, as a result of insufficient staffing, the College will not reimburse the Contractor for overtime. Additionally, if a College employee is required to work at an unscheduled time to fill in for the Contractor's employees due to understaffing for any shifts of the contract, the Contractor shall pay the College the overtime rate of the College employee. The College will deduct this overtime rate amount from the monthly Contractor invoices. This deduction will be triple the normal overtime rate if the Contractor fails to provide adequate coverage on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The College will only pay overtime amounts if the additional hours are being performed at the College's request.
8. The Contractor shall also pay the rates charged by an "alternative security company" who may be asked to supply "back-up" security officers, if the Contractor is unable to supply the security officers as required under this security contract within a two-hour time period. The College will deduct this back-up security officer rate amount from the monthly contractor invoices. If the Contractor fails to provide the required services on numerous occasions, the Contractor may be deemed in breach of the terms of the contract and the College may immediately terminate the contract.
9. The Contractor's Site Manager, as well as inspectors, must be trained on college security procedures and have a working knowledge of the College's grounds. It is expected that the Contractor will brief new security officers on general College procedures before the officer reports to the College campus. The Director of Public Safety will conduct additional training on specific College procedures once the officer arrives on campus.
10. The Contractor shall submit in writing an established policy and accompanying procedures that specifically address security officers calling in absent with counter remedial measures that will be taken to address this issue. The Contractor shall specify in this policy how general holiday absenteeism will be addressed. The Contractor will be charged significant penalties against invoices for security officer absenteeism on holidays.
11. The Contractor shall provide trained backup personnel to replace scheduled personnel in emergencies.



12. The College retains the right to request that the Contractor conduct random drug testing of its officers.

#### **2.2.a. PRE-START UP MEETING**

The successful Contractor and supervisory personnel shall be required to attend a start-up meeting at least one (1) month prior to the contract start date. The meeting may include a walk-through of all the sites.

#### **2.2.b. PRE-CONTRACT TRANSITION PERIOD**

If requested by the College, the successful Contractor shall provide all personnel assigned to the College for two (2) full weeks before the commencement of the contract to ensure that there is not a disruption of security services for the campus. These services would be provided in addition to the general contract requirements; however, the rates shall be the standard rates that will be paid under the contract.

#### **2.2.c. PERSONNEL QUALIFICATIONS**

Security officers are an integral part of the College environment and must present a professional image reflective of the College. All security officers assigned to the College shall be actively alert, attentive, responsive to all assigned duties, neat and well-groomed in appearance, courteous, personable, sensitive to the needs of students, faculty, staff, and visitors, and possess qualities necessary to meet and communicate with persons of all levels. The Contractor is also responsible for providing and maintaining a diverse security officer force, which reflects the campus community.

All security officers assigned to the College must be physically fit as to height and weight and be in good general health. In addition, all assigned security officers shall:

1. be a minimum of twenty-five (25) years of age.
2. possess a high school diploma, or the equivalent thereof; and
3. have at least three (3) years of prior experience in security, military, or law enforcement.

Additionally, all assigned security officers shall be literate to the extent of proficiency in reading and understanding printed regulations, written orders, and instructions, as well as able to compose basic security reports and other memoranda to convey complete thoughts and explain the facts of situations.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

Prior to an officer's assignment to the College, the Contractor shall screen each officer as to military, criminal, and arrest records, as well as sex offender registry. The screening shall include any gaps in employment and residence histories. Drug testing shall also be performed for each officer prior to assignment. Each security officer will have a copy of their fingerprints reviewed through the Criminal Justice Information System (CJIS). Information pertaining to all records shall be provided to the College prior to the assignment of any security officer to the College.

All the Contractor's employees assigned to the College may be driving a college vehicle. A valid Maryland license is required to operate a college vehicle. To ensure the safety of operators of college vehicles and to protect the vehicles, it is the responsibility of the Contractor to review the driving records of its employees assigned to the College. The Contractor shall obtain driving records and verify the completion of the National Safety Council's Defensive Driving Course for each employee operating a College vehicle on campus. Records of prospective and current officers will be maintained by the Contractor within the employee's personnel file and updated every two years to operate a college vehicle. An updated summary of authorized drivers will be provided to the College every six (6) months. The Contractor and its employees shall also comply with the rules and regulations set forth in the College's procedure for the use of college vehicles.

The Contractor shall also be responsible for training and certifying certain officers to conduct bike patrols during warm weather months utilizing pedal bicycles provided by the college.

The College reserves the right to reject any specific officer who fails to meet the required experience and qualifications. At any time, the College shall be able to require the removal of an officer from campus.

Upon such request from the College, the Contractor shall immediately remove any of their employees who, in the professional opinion and discretion of the College, are unwilling, or unable to perform security officer services under this contract. The Contractor shall immediately replace the rejected officer with a qualified officer, who shall be thoroughly trained and familiar with the duties and responsibilities of security officers at the College.

The College recognizes that personnel assigned to the College are likely to change during the contract term. Prior to any new officers coming onto campus, the Contractor shall provide information about the officer, including a resume. Information will also be provided for any additional officers that are required for a short-term basis and the Contractor shall automatically forward this information during the process arranging the additional officer coverage.

Security officers who are deemed qualified and acceptable by the College may not be transferred or removed to a different site, except for promotion or dismissal by the Contractor, without prior approval of the College. Additionally, upon termination of this contract, the officers shall be released from any non-compete agreements to allow the officers to remain at the campus if the Contractor is not awarded the next contract.

#### **2.2.d. OFFICER DUTIES ON CAMPUS**

In addition to duties that have already been specified, officers may be required to:

1. Protect the College premises against fire, theft, pilferage, malicious injury, damage, and destruction.
2. Make building rounds to check for fire, unauthorized people, mechanical system alarms, unsecured doors, unnecessary lights, opened or unlocked windows, or other specific duties as requested by the Director of Public Safety or Shift Supervisor.
3. Maintain the security of the College using the Card Key Access System.
4. Maintain an entrance and exit log when the College is closed and permit only authorized people to enter the premises after regular hours.
5. Report, in writing, any unusual occurrences which happen during their tour of duty.
6. When instructed by the Director of Public Safety, inspect bags, packages, boxes and parcels to prevent theft and pilferage.
7. Provide first aid when required.
8. Open or lock doors upon request.
9. Act as an escort during or after business hours.
10. Provide crowd control during college events.
11. Provide daily traffic directions to ensure the free flow of traffic.
12. Control parking in permit and restricted parking areas and issue parking violations.
13. Oversee parking for special events and visitors on campus.
14. Answer general information inquiries when College personnel are not available.
15. Raise and lower the United States and Maryland State flags.

16. Observe activities of individuals in the buildings to ensure that College policies, procedures, and rules are observed.
17. Maintain a sign-in log for other outside contractors performing work on campus.
18. Review parking lots nightly for lights-out and report to Facilities for repair.
19. Comply with any new policy or procedure issued by the Director of Public Safety.
20. Provide any additional services as requested by the Director of Public Safety to ensure the safety and security of the campus.

#### **2.2.e. PERSONNEL APPEARANCE**

The Contractor shall require that all security officers assigned to the College are always neat in appearance while on duty. Uniforms shall be clean; shoes and brass shall be shined; extreme hair styles will be prohibited; and the general appearance shall be clean and orderly. Specifically, the College requires that:

1. Uniforms consist of appropriate shirt, tie, trousers, shoes, winter coat, and rain gear, when applicable.
2. Uniforms fit properly, cleaned, and pressed.
3. Identification badges are worn on the outer garment and clearly visible.
4. A patch identifying the name of the security company clearly visible on the uniform.
5. Name tags, like those used by the military or police departments, be worn and visible to the public.
6. Officers have an acceptable haircut, like police department standards; and
7. Officers generally are clean shaven. If moustaches are worn, they must be neatly trimmed. Beards will only be permitted for medical reasons or religious purposes.

The College shall review the types and styles of the uniforms to be worn by officers assigned to the College and the Contractor will work with the College to ensure that a professional appearance is maintained according to the standards of the College. The Contractor will also work with the College to conform uniform specifications to College's requirements, such as

types of badges and color of uniform components. The cost of the uniforms shall be responsibility of the Contractor.

If the Director of Public Safety is not satisfied with the personal appearance of any security officer, the Director of Public Safety has the option and authority to send the security officer home. The College shall not be charged for the uncovered time period before the relieved officer returns to the work post or a suitable replacement has arrived on campus.

#### **2.2.f. PERSONNEL TRAINING**

The College requires all security officers that are assigned to the College to meet certain minimum training requirements. The Contractor will present to the College the Contractor's current training curriculum for security officers, complete with lesson plans and training methods.

Prior to a security officer being assigned to the College, the Contractor will ensure that all security officers are trained in the following:

1. Cleary Act requirement.
2. FERPA requirements.
3. Title IX and VAWA requirements.
4. Fire extinguishing and basic fire-fighting techniques.
5. Use of defibrillators (the College realizes that all defibrillators are not alike).
6. Maintaining compliance with OSHA bloodborne pathogen requirements.
7. Procedures for contacting police and how to handle emergency situations.
8. Completion of daily shift reports and reports writing procedures.
9. Flagpole etiquette and any applicable State or federal laws.
10. Security officer legal powers.
11. Customer service, to ensure that officers will use a humanistic approach in handling students, visitors, faculty, and staff.
12. Crowd control techniques and methods for dealing with difficult people.
13. Classroom training on portable radios and 10-codes.

14. Successful completion of a defensive driving course for each employee operating a college vehicle on campus.

The Contractor shall be responsible for ensuring that all officers have satisfactorily completed 12 hours of initial security training approved by the Maryland Police Training and Standards Commission under § 19-412 of the Business Occupations and Professions Article and possess a valid Maryland Security Guard Certification (Guard Card). The Contractor is responsible for providing 8 hours of additional training for each renewal cycle and for maintaining a tracking system verifying that officers' certifications remain current.

Officers shall also be certified in both the American Red Cross First Aid and Basic Cardiac Life Support (CPR) procedures. Additionally, the Contractor shall provide the College with records and current updates regarding OSHA bloodborne pathogen requirements, including verification that officers have received all appropriate vaccinations required for First Responders.

The Contractor shall provide the required certifications, as well as evidence that training on each of the items listed above was conducted prior to each security officer's starting date at the College. If the Contractor does not have a specific diversity program, it will be expected that arrangements will be made for the Contractor to provide diversity training for security officers by a college specified date.

All security officers shall also be trained by the Contractor in the College's policies and procedures. This training requirement should include 16 hours per officer of on-site training each year. It is expected that this training will occur outside of the standard working hours for each person at no additional cost to the College.

After the security officers arrive on campus the Director of Public Safety will give the officers site specific training covering assigned College duties, reports, and emergency procedures. Additionally, each year the assigned officers shall complete the College's on-line training required for all employees on the College's Emergency Operations Plan, Harassment Awareness and Avoidance, and Access and Responsibility Refresher. These training courses are in addition to the training courses on similar subjects provided by the Contractor prior to the officer's assignment to the College.

New security officers assigned to the campus shall be on probationary status for the first two (2) weeks or 80 hours that they are assigned to the College to allow for all required campus training to be completed. Officers on probationary status will be given a test on procedures at the end of the 80 hours. Successful completion of the test will remove the officer from probationary status. The rate of pay for probationary officers should be a training rate and be lower than the rate of pay for officers who have successfully completed the training requirements. The Contractor may be requested to remove any officer who is unable to successfully pass the College training test after 4 weeks or 160 hours.

### **2.2.g. COLLEGE SUPERVISION**

The Director of Public Safety shall manage the campus security services contract and will act as the liaison between the Contractor and the College. As the contract manager, the Director of Public Safety is authorized to give directions to and establish standards for personnel assigned to the contract. The Director of Public Safety or a designer will administer supervision, instruction, and direction to the security officers on a daily basis. Additionally, the Director of Public Safety may designate an officer in charge from the Contractor's staff assigned to the College, who will be able to assume supervisory security responsibilities in the absence of the Director of Public Safety or designer. The Director of Public Safety will make periodic post inspections during non-scheduled hours.

The College will have the unilateral right to request the removal of any security officer from the College. The dismissal or relief from duty of the security officer will be effective upon notice furnished directly to the Contractor. The College will not be required to give advance warnings to the Contractor of such dismissal or relief from duty notice.

### **2.2.h. SUPPLIES, MATERIALS, AND EQUIPMENT**

The Contractor will furnish, operate, and maintain in acceptable condition, at no additional cost to the College, all equipment, materials and supplies necessary for the performance of the contract.

The College currently supplies College vehicles, as well as bicycles, for the use of security officers. If any damage occurs to any of these vehicles as a result of an officer's actions, the Contractor shall be responsible for any necessary repairs, which shall be deducted from the monthly invoice payment.

### **2.2.i. WORK SCHEDULE**

The hours of operation for the College may change during the course of the contract term. The College expressly reserves the right to increase or decrease the contracted hours during the course of the contract term. However, the schedule below provides a snapshot of the current schedule and requirements for officers.

Site Manager: salaried, based on 40 hrs. per week.

Investigator: salaried, based on 40 hrs. per week.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

Monday through Friday

8:00am until 4:00pm - 1 Supervisor, 1 Front Desk Officer, 1 Mobile Unit, 1 Dispatcher, 6 Officers

4:00pm until 12:00am -1 Supervisor, 1 Mobile Officer, 1 Dispatcher, 5 Officers

12:00am until 8:00am -1 Supervisor, 1 Dispatcher, 3 Officers

Saturday and Sunday

8:00am until 4:00pm - 1 Supervisor, 1 Dispatcher, 5 Officers

4:00pm until 12:00am - 1 Supervisor, 1 Dispatcher, 5 Officers

12:00am until 8:00am - 1 Supervisor, 1 Dispatcher, 3 Officers

Total: 1448 hours per week (as of April 2025)

The Site Manager shall ensure that all normal shifts and special events are scheduled, respond to incidents on an on-call basis, ensure completion and processing of all reports on security incidents that occur at any of the sites, and serve as the primary interface between the Contractor and the Director of Public Safety. A resume of the Site Manager shall be provided to the College prior to the commencement of the contract showing the Site Manager's relevant experience and expertise. If the Site Manager leaves during the contract term, the College shall interview and approve the proposed replacement.

**2.2.j. ADDITIONAL OFFICERS (Surge Capacity)**

The College intends to have only one security firm provide all required security services for the campus. As a result, the Contractor must be capable of providing additional officers as necessary to staff special events or provide additional support for vulnerable campus activities. These additional services shall be outside of the standard work schedule but shall be provided at the same applicable rates. The College shall not pay overtime rates for such service as long as the College provides reasonable advance notice. Reasonable notice shall be a minimum of 48 hours advance notice.

**2.2.k TRANSITION OF SERVICES**

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 Contractor shall not be paid the final invoice until the completion of the successful transition.



Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

### **2.2.1. PAYMENT/INVOICING**

The Contractor shall be paid monthly in arrears. The Contractor shall submit invoices, in duplicate, to the College, ATTN: Accounts Payable, with a copy to the Director of Public Safety. Invoices shall contain the following information: College-assigned purchase order number; detailed listing of services provided, including extra work required to be paid at the hourly rate specified in the Price Proposal provided in the RFP; and a detailed listing of non-regular services provided, subject to review and approval.

## **SUBMITTAL FORMAT**

### **3.1 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.

### **3.2 ORGANIZATION OF PROPOSAL**

Proposals must be organized in the format of the sections listed below. Failure to include all the documents may render the proposal non-responsive and the offer may be rejected.

### **3.3 TITLE PAGE**

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

### **3.4 OVERVIEW OF FIRM**

Provide a company overview, including size, revenue, services provided, and business outlook. How many years have the firm been in business? What type of business organization is the firm (corporation, partnership, individual)? Has the firm ever operated under any other name? If so, provide the name, address, and years in existence of the prior firm. If the firm has multiple office locations, identify the office that would be assigned to the project. How many staff are in this office, by staff level and area of services, and what is the number of clients currently handled by this office? Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why. Has any officer or partner of the firm ever been an officer or partner of another organization that failed? If so, state circumstances. List and explain all pending and resolved litigation over the last three years. Also provide a bank reference, including contact name, bank name, address, telephone number, and email. Provide the name, address, telephone number, and website URL for any and all subcontracting firms which will be part of the firm's team.

### **3.5 FIRM QUALIFICATIONS AND RELEVANT EXPERIENCE**

The offeror must have a proven record of at least five (5) years' experience in providing security services. The College would like detailed information about the following items relating to the firm's qualifications and relevant experience.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

1. Provide a company overview, including size, revenue, services provided, and business outlook. Provide detailed information about the number of employees involved in providing security services, the experience and background of personnel, and the corporate structure. Provide information about the length of time the firm has been providing security 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 type of clients that receive services. If the firm provides services to other higher education institutions, provide the number and size of higher education institutions utilizing the security services. Detail the number of institutions that are public, private, four-year, and two-year.
4. Provide a list of client locations within a one hundred and fifty (150) mile radius of the College, including the name of the client, address, name of client administrator that oversees the services, and contact information, including telephone number and email address. Describe the nature of security operation provided at these locations and the length of time you have been operating at this location. If this list is so extensive that it is unwieldy to provide all names, provide a sample listing of clients similar in scope or profile, such as other higher education institutions, government locations, or high-profile clients.
5. What is the average duration of a client relationship?
6. How many new clients has your firm added in the past year?
7. How many clients have terminated services in the past year? Why?
8. Is there any pending litigation against your firm? If so, please describe.
9. 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?

All services furnished under this contract shall be from security firms, and must 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 firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses issued by the State of Maryland for security services. Proper licensing and insurance documentation shall be attached to the proposal.

### **3.6 HIGHER EDUCATION SECURITY**

Briefly discuss your firm's understanding of the requirements of the contract. What is different about providing security in a higher education environment than in other locations? What recent security challenges have arisen at higher education institutions and how is your firm addressing those challenges and preparing to address future changes?

Describe in detail your firm's ability to integrate with campus systems, procedures, and cultures. Outline your experience in successfully managing security at other college or university institutions in a manner that serves that unique constituency, as well as the campus organizational and procedural systems. Describe how the College is different or similar to other institutions of higher education that your firm has served.

### **3.7 ORGANIZATIONAL PLAN**

Include an organizational plan for the supervision and management of the contract. Discuss the current staffing hours at the College. If your firm believes alternative hours should be implemented, submit the alternative hours and a detailed explanation for your recommendation. Additionally, include any proposed modification of duties. What is the line of communication between supervisors and the College during business hours and non-business hours?

### **3.8 SITE MANAGER**

The College believes that the site manager is one of the most important aspects to ensure the success of this contract. Provide resumes of the proposed site supervisor showing relevant experience and expertise. What distinguishes the background and characteristics of this individual from other personnel staffing the College? Discuss the relevant experience of this person and the applicability to the College's environment.

By submitting the name for consideration as the site manager, your firm is committing this person to the College for at least three (3) years if awarded the contract. No personnel changes will be permitted without written authorization from the College. The College has the absolute and unqualified right to deny substitutions. Substituted personnel must have qualifications equal to or better than the person being replaced. The College shall be involved in the selection process for substituted personnel.

### **3.9 ASSISTANT SITE MANAGER/INVESTIGATOR**

In addition to assuming the duties and responsibilities of the site manager in his or her absence, this position serves as primary investigator for the department. This includes taking the lead on significant cases and/or complex investigations, providing guidance and oversight for officers in their handling of routine cases, reviewing all incident reports for clarity and sufficiency, working cooperatively with the Office of Student Rights & Responsibility to coordinate mitigation efforts related to student conduct violations, interacting with the Howard County Police Department when local law enforcement involvement in a case becomes necessary, providing training specifically addressing report writing, interview techniques, and case management skills, and responding to background investigation requests from outside agencies.

### **3.10 QUALIFIED PERSONNEL**

The personnel that will staff the College are an important aspect of the contract. Provide information about the personnel that are hired by the firm and a detailed explanation about the firm's hiring requirements. What experience is required? Include by position category educational background, certifications, and work experience, as applicable.

Describe the length of the hiring process, including the necessary time for background checks, and the plan to ensure that the campus is appropriately staffed at all times. Describe whether this process is handled by a central office or by the site manager. What input or role does the site manager play in hiring of officers?

Provide a description of how your firm retains good employees or minimizes the turnover of personnel or otherwise ensures continuity of service. Include an explanation of wage structure, benefits packages, and other incentives used to retain good employees.

Additionally, the Offeror must have surge capability for unusual, unexpected, infrequent, or emergency events. Provide information about the quality and depth of personnel employed by the firm. Adequate coverage of the campus is vital to the safety and security of the campus. How does the firm handle shift abandonment or absenteeism? What is the employee discipline policy? Provide a copy of the policy.

### **3.11 INSPECTIONS**

Include a plan to provide quality assurance for all aspects of the security operations. Detail the firm's internal quality assurance program including any samples of any inspection/audit forms, as well as the supervision process that will be implemented and sustained to ensure that appropriate standards are in place and consistently utilized. Provide a draft inspection schedule.

### **3.12 TECHNOLOGY**

Describe the technology that will be used at the College and the efficiencies that will be achieved as a result. What tasks will be streamlined? What reporting options are available? Is this technology standard throughout the firm or only used in some locations? Will the College have access? What are the technical requirements for using or installing this system?

### **3.13 CUSTOMER SERVICE**

The College requires excellent customer service. What are the follow-up procedures for customer complaints, including what will be done to ensure that the same problems are not repeated? Define how your firm's services are based on customer focus. Describe how feedback will be obtained from customers and how the data will be analyzed and used. Provide a copy of your firm's written customer service plan. Highlight the challenges of providing good customer service to students, staff, and visitors while still providing effective security.

### **3.14 TRAINING**

Describe your firm's training and recognition program and how it effectively provides continuous improvement of the skill sets of your employees, including the length and frequency of training, site, costs, and evaluation procedures. Include information about the staff that will conduct the training, their backgrounds and qualifications, and the training resources that will be made available. Training shall include those items required by the College.

As stated previously, the Contractor shall be responsible for ensuring that all officers have satisfactorily completed 12 hours of initial security training approved by the Maryland Police Training and Standards Commission under § 19-412 of the Business Occupations and Professions Article and possess a valid Maryland Security Guard Certification (Guard Card). The Contractor is responsible for providing 8 hours of additional training for each renewal cycle and for maintaining a tracking system verifying that officers' certifications remain current.

### **3.15 TRANSITION PLAN**

Provide a transition plan which describes in detail your firm's plan for effectively having a smooth start-up, including items such as recruitment, identification and clearance of personnel, training, orientation, and site-specific information.

### **3.16 DYNAMIC CAMPUS**

The College is a changing, dynamic campus that is expected to continue to grow during the term of the contract. The operating budget of the College is modified depending on the economic climate of the State and County, as well as the College enrollment. The campus Facilities Master Plan also provides for additional buildings to be constructed. Accordingly, the College may require an increase or decrease in security personnel. Provide the methodology that will be used to determine how the price will be modified for either an increase or a decrease in personnel, without providing actual pricing. Additionally, provide an express acknowledgement that the components of the duties and number of personnel may change.

### **3.17 CONFIDENTIAL INFORMATION**

The College requests that in this section of the response the Offeror expressly acknowledge and indicate understanding that the College is required to protect certain Confidential Information from disclosure under applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Gramm Leach Bliley Act (GLBA), or the Maryland Public Information Act (PIA), including regulations promulgated there under, as the laws and regulations may be amended from time to time. Confidential Information that is protected under FERPA will be provided to the successful Contractor as it handles an institution service or function that would ordinarily be performed by college employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the applicable laws to the same extent as the College would be obligated if the

Confidential Information was in the possession or control of the College. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA. For purposes of the contract that results from this solicitation, the Contractor shall follow and be bound by the interpretation and application that the College gives to these laws. Provide a statement of agreement as to these requirements, as well as a detailed explanation of the training that will be provided to employees as to how to handle confidential or sensitive information.

### **3.18 UNIQUE QUALIFICATIONS**

Highlight any specific qualifications that would make your firm uniquely qualified to provide security services for the College. Describe any other innovative services you would propose to the College to enhance security at the College. Provide relevant examples of institutions or other client sites where you have instituted such practices.

### **3.19 REFERENCES**

On the reference form included in this RFP package, provide a minimum of three references for which the security firm has provided services for a minimum of (1) year. Firms will receive higher consideration for references from higher education institutions.

The Procurement Officer may contact references listed in the proposal for each project, as well as other sources referring to them in the course of the evaluation. References will be questioned about such items as Bidder's overall performance, organization, cooperation, timeliness, and quality of service, and the owner's satisfaction with results. The Bidder shall ensure that contact information is current.

### **3.20 FINANCIAL STATEMENTS**

Provide independently audited, reviewed or compiled financial statements for the three most recent complete fiscal years.

### **3.21 SAMPLE CONTRACT**

Provide a sample copy of any contract, service level agreement or other agreement.

### **3.22 SWORN STATEMENT OF ACCURACY FORM**

The Affidavit of Accuracy Form is to be completed by the Bidder and the original included in the original proposal.

### **3.23 FIRM/CONTRACTOR INFORMATION FORM**

The signed original must be included with the original proposal.

### **3.24 ACKNOWLEDGEMENT OF ADDENDA**

Bidders must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in a Bidder's being rejected. Use the form provided.

### **3.25 MINORITY PARTICIPATION FORM**

The signed original must be included with the original Proposal. Include additional sheets as necessary to explain how the firm intends to meet this goal.

### **3.26 CONFLICT OF INTEREST STATEMENT**

In compliance with the State Public Ethics Law, acquisitions from a business in which a trustee or employee has an interest are prohibited. Interest is deemed present if the trustee or employee or a spouse, parent, child, brother or sister of the trustee or employee has an interest, and the trustee or employee knows of the interest. A Conflict-of-Interest Statement is included in this document and must be completed and returned with the proposal.

### **3.27 ETHICS STATEMENT**

In compliance with the State Public Ethics Law, an individual or a person that employs an individual who assists the College in the drafting of specifications, an Request for Proposals, a request for proposals for a procurement, or the selection or award made in response to an Request for Proposals or request for proposals may not submit a proposal or proposal for that procurement; or assist or represent another person, directly or indirectly, who is submitting a proposal or proposal for that procurement. An Ethics Statement is included in this document and must be completed and returned with the Proposal.

### **3.28 PROPOSAL/PROPOSAL AFFIDAVIT**

The signed original must be included with the original proposal.

### **3.29 TRAINING CERTIFICATIONS / LICENSES**

The firm and its employees and subcontractors, if any, must have all necessary current business and professional licenses and certifications issued by the State of Maryland relevant to requirements specified in solicitation. Proper documentation shall be attached to the Proposal. Provide a copy of the firm's applicable license or certificate issued by the State of Maryland that shows firm is in good standing.



Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## GENERAL INFORMATION

### 4.1 PROPOSAL DUE DATE

All responses to this Request for Proposals will be accepted via Equity Hub's Proposal Locker at <https://proposallocker.us/details/5084>, until **11:00 a.m. on July 18, 2025**, at which time and place the names of the firms submitting proposals will be recorded. Firms do not need to be present at the recording. Late submittals will not be considered. It is the responsibility of each firm to ensure their proposal is submitted prior to the scheduled date and time.

Oral, mailed, faxed, or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMMA. In the event that the College is closed on the proposal opening date due to emergency or inclement weather, the proposal will be opened at the stated **time on the next open business day, unless the Bidder is notified otherwise.**

### 4.2 PRE-PROPOSAL CONFERENCE

The pre-proposal conference will be held on campus on **Wednesday, June 25, 2025, at 10:00 am EST** located at 10901 Little Patuxent Parkway, Columbia, MD 21044 in the Hickory Ridge Building, Room 322. Attendance is not mandatory but is strongly encouraged. **To RSVP, all interested parties must email Drewry Brown at [dbrown6@howardcc.edu](mailto:dbrown6@howardcc.edu) by Tuesday, June 24, 2025.**

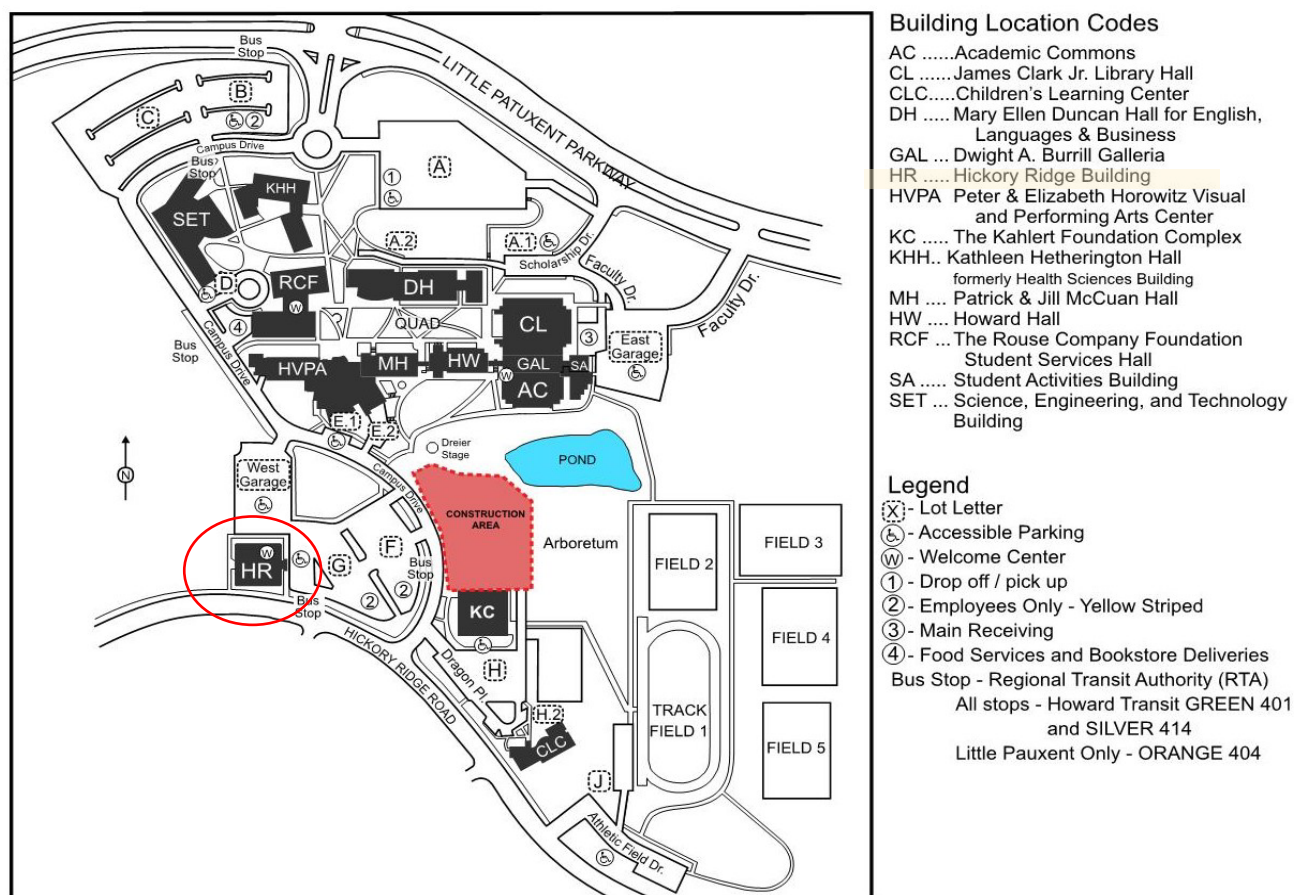
Any substantive questions that may arise during the pre-proposal conference must be emailed to Drewry Brown at [dbrown6@howardcc.edu](mailto:dbrown6@howardcc.edu) for an official response via Addendum. Verbal responses communicated during the pre-proposal conference are not binding unless submitted in writing.

The meeting will be recorded to aid in the creation of the proposal addendum that follows the conference, which will memorialize the topics covered during the pre-proposal conference and any questions received during the conference. Any recording of the conference will be deleted after the proposal process has been concluded. A list of registered attendees will be shared via an Addendum.

*See Campus Map on the following page.*

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## CAMPUS MAP



## 4.3 CONTACT INFORMATION

The sole point of contact for Howard Community College for this RFP is Drewry Brown, Director of Procurement. He may be reached via email at [dbrown6@howardcc.edu](mailto:dbrown6@howardcc.edu). Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarification of the documents, specifications, or the process in writing to this contact person. **All questions must be received no later than 12:00 p.m. on June 30, 2025.** 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.

Clarifications of the RFP, in the form of addenda, shall be issued in writing by the College as it deems appropriate and necessary to do so through the Howard Community College procurement

webpage. The College reserves the right to waive any and all proposal technicalities, formalities, or informalities at any time prior to or after the date of receipt of Proposals as it deems appropriate and, in the College's, best interest. The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

**Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining, or providing information unless specifically noted in the Scope of the Project. 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, as determined by the College.

#### **4.4 SUBMISSION OF PROPOSALS**

Bidders must submit two (2) separate PDF files to respond to this RFP:

- One (1) Password-Protected PDF file for the **unredacted** proposal submission.
- One (1) Password-Protected PDF file for the **redacted** proposal submission.

The redacted PDF files must be in accordance with Section 4.23 Claims of Confidentiality. Each file must be protected with a unique password. The passwords must be provided to the Procurement Officer within 48 hours upon request. Failure to respond to the Procurement Officer's request may result in your firm's proposal being rejected.

Proposal submissions including **Attachment A – Proposal Form** must include all required information. All proposal packages submitted in response to this RFP must be signed and labeled as follows: *<Firm Name>* **Security Services - RFP 25P-009 Redacted or Unredacted**, whichever is applicable to the file.

Completed proposal documents must arrive electronically via Equity Hub's Proposal Locker at <https://proposallocker.us/details/5084>. Please note that **Bidders must register on the Proposal Locker website prior to submitting documents**, so please plan the upload of the proposal package accordingly.

**Oral, mailed, faxed, or emailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through eMMA. Failure to follow the submission instructions in this section will result in the rejection of your firm's proposal.**

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 be reimbursed by the College.

#### 4.5 EVALUATION OF PROPOSALS

Proposals must meet the requirements as stated in this RFP. Proposals that do not meet one or more of the criteria may be ineligible for an award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein. If it is in the best interest of the College, Offerors may be required to cure or clarify deficiencies in the proposal.

#### 4.6 TECHNICAL EVALUATION

The solicitation involves a cumulative scoring process through multiple steps by an evaluation committee. The first step involves an independent review of each technical proposal. The technical evaluation shall be given greater weight than the financial evaluation. Offerors must obtain a **minimum of 70 points out of a maximum 100 points** to be deemed qualified.

Oral presentations may be required and will be considered a part of the technical evaluation process. The Procurement Officer will contact Offerors at least two business days in advance to schedule oral presentations, if required.

In addition to the requirements specified in other sections of this RFP, firms shall be evaluated on the following:

1. Understanding of Requirements (25 Points)
  - a. Demonstrate your firm's understanding of the scope of work and security needs outlined in the Statement of Work. (10 points)
  - b. Describe your firm's approach and methodology for addressing specialized security concerns, including strategies for high-risk or sensitive areas within a college campus environment. (15 points)
2. Operational Strategy and Integration (40 Points)
  - a. Outline your firm's approach to evaluating and enhancing the College's current security operations, including patrol protocols, incident response, and coverage optimization. (20 points)
  - b. Describe in detail your firm's strategy for aligning with existing campus safety programs and technology platforms, such as surveillance systems, access control, and emergency communication. Include how your services will integrate with broader institutional safety goals. (20 points)

**3. Firm Qualifications and Relevant Experience (35 Points)**

- a. Provide the number of years your firm has offered professional security services, along with a summary of other related services (e.g., emergency response planning, threat assessment, etc.). (15 points)
- b. Identify the proposed key personnel who will deliver the services and summarize their qualifications, certifications, and experience. (10 points)
- c. Highlight your firm's relevant experience within the past three years in delivering campus security services, particularly for higher education institutions or similarly complex environments. (10 points)

**4.7 SHORTLISTING**

The College reserves the right to shortlist the top three (3) Offerors for oral presentations following technical evaluations. If shortlisted, only the shortlisted Offerors will be invited for oral presentations and be considered for award.

**4.8 FINANCIAL EVALUATION**

The next step involves an independent review of the financial proposal. Only Qualified Offerors' Financial Proposals will be opened and considered for the award. All Qualified Offerors will be ranked from the lowest price (most advantageous) to the highest price (least advantageous) based on the total price. The Financial Proposal shall be submitted in the format specified in Attachment "Financial Proposal Form."

**4.9 BEST AND FINAL OFFERS**

The College reserves the right to negotiate or modify any requirement of the RFP evaluation process to secure the best value in the interest of the College. When in the best interest of the College, Qualified Offerors may be permitted to submit a revised proposal at the request of the Procurement Officer.

**4.10 EVIDENCE OF RESPONSIBILITY**

Prior to the award of a contract pursuing this RFP, the Procurement Officer may require a Proposer to submit such additional information bearing upon the Proposer's ability to fulfil the contract as the Procurement Officer deems appropriate. The Procurement Officer may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Proposer.

#### **4.11 AWARD**

The contract will be awarded to the firm complying with all the provisions and stated criteria of this RFP, subject to the availability of funding and if it is in the best interest of Howard Community 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.

The 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 informality in the selection and award process relating to this proposal.

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 the 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.

#### **4.12 REJECTION**

The College reserves the right to reject any or all offers received because of this solicitation and readvertise 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 Bidder is qualified to carry out the obligations of the contract and to implement and support the work specified herein.

#### **4.13 CONTRACT**

The successful Offeror shall sign a standard agreement for services provided by the College that incorporates the terms of this RFP as well as the responses. If there is any conflict between these documents, the following order of precedence shall apply: Contract, RFP, response.

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.

#### **4.14 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 Firm or making the contract void. Any alterations, deviations, additions, or omissions shall be processed as a change order.

#### **4.15 CHANGES IN WORK**

The College may make any alterations, deviations, additions, or omissions from the RFP 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. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings Contractor foresees because of the change. Detailed back-up documentation for any subcontractor costs shall also be included with the estimate. In giving instructions, the College shall have the authority to make minor changes to the work, not involving extra cost, and consistent with the purposes of the work. But otherwise, except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon the written order of the College, and the College shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the College is authorized to direct any extra or changed work orally.

If a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs because of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

A Change Order shall be issued and executed promptly after an agreement is reached between Contractor and the College concerning the requested changes. The contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the College and Contractor shall mutually agree.

The College shall have the right to conduct an audit of the Contractor's books and records to verify the accuracy of the Contractor's claim with respect to the Contractor's costs associated with any Change Order.

#### **4.16 DELIVERY**

The successful Bidder shall deliver all of the required submittals within ten (10) days of the Notice to Award and commence Work according to the approved project schedule unless otherwise ordered in writing by the College.

#### **4.17 INSURANCE REQUIREMENTS**

The Firm shall always maintain in force 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 Firms' operations under the contract, or by anyone directly or indirectly employed by the Firm. The Firm's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

Comprehensive General Liability Insurance – Liability Limits of One Million Dollars (\$1,000,000.00) each occurrence and Three Million Dollars (\$3,000,000) aggregate.

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

Worker's Compensation Insurance: Statutory coverage, including employer's liability coverage with a limit of at least One Hundred Thousand Dollars (\$100,000.00).

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

The Firm shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance should specifically identify the materials and/or equipment and shall name Howard Community College and Howard County, Maryland as an additional insured.

If the Firm's insurance is terminated, the Firm shall immediately obtain other coverage; any lack of insurance shall be ground for immediate termination of the contract.

#### **4.18 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 Firm in order to carry out this Contract, or which become available to the Firm in carrying out this Contract, shall be protected by the Firm using the same level of care in preventing



unauthorized disclosure or use of the confidential information that the Firm takes to protect its own information of a similar nature, but in no event, less than reasonable care. The Firm 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 Firm's possession, is independently developed by the Firm outside the scope of this Contract or is rightfully obtained from third parties.

#### **4.19 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 the mutual agreement of all parties pursuant to specific 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 Firm and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

#### **4.20 SUBCONTRACTORS**

Bidders must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to refuse.

#### **4.21 MINORITY PARTICIPATION**

It is the policy of Howard Community College to strongly encourage minority business enterprises (MBE) to provide goods and services for the performance of college functions. Within the evaluation, Bidders can achieve higher consideration if they are a minority business enterprise or demonstrate an effort to achieve a minimum of 29% of the subcontractors or vendors anticipated to be retained by the Bidder for the College's project. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, 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.

#### **4.22 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.

#### **4.23 MISSION, VISION, AND VALUES**

HCC believes that a key characteristic of performance excellence is a solid foundation and understanding of an organization's mission, vision, and value statements. The College expects all

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

Firms to support the College's mission, vision, and values by fostering these concepts in their work on campus.

Mission: providing pathways to success

Vision: a place to discover greatness in yourself and others

Values: INSPIRED-Innovation, Nurturing, Service and sustainability, Partnerships, Integrity, Respect, Excellence, Diversity equity and inclusion

#### **4.24 SMOKE AND TOBACCO-FREE**

Howard Community College is a tobacco free environment. Use of tobacco products is prohibited in all colleges owned, leased, and controlled properties including parking lots and garages, and at all college-sponsored activities. Smoking is prohibited in vehicles. This use prohibition extends to Firms, employees, agents, subcontractors, and vendors.

#### **4.25 EMPLOYMENT OF CHILD SEX OFFENDERS**

Howard Community College provides a number of programs throughout the main campus that involve minor children, including Kids on Campus. 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.

#### **4.26 CLAIM OF CONFIDENTIALITY**

Any information which is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Proposal. An explanation for each claim of confidentiality shall be included. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## ATTACHMENT A - PROPOSAL FORM

**Firm's Name:** \_\_\_\_\_

**Candidate's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Instructions:** The Proposal Form must be submitted in accordance with the submission requirements outlined in Section 4.4 of the RFP. The pricing shall be all inclusive of all the associated costs to provide the services in the RFP. Do not amend or alter any line items on this form. Failure to adhere to any of these instructions may result in your firm's proposal being deemed non-responsive and rejected by Howard Community College.

Position Titles	Hours per/week	Wages	Bill Rates	Split	Year 1 Base Total	Year 2 Base Total	Year 3 Option Total	Year 4 Option Total	Year 5 Option Total
Site Manager		\$	\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$
			\$	\$	\$	\$	\$	\$	\$

**Note: Use a separate sheet to provide a cost breakdown of all costs associated with the services is acceptable.**

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By submitting this Proposal Form, the Bidder certifies that the information herein is accurate, complete, and inclusive of all costs to provide the required services under the contract. Further, the representative below has signatory authority to sign the document and shall deem the proposal irrevocable for 180 days from submission.

\_\_\_\_\_  
Authorized Representative: (Print)

\_\_\_\_\_  
Authorized Representative Title: (Print)

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## FIRM INFORMATION FORM

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various proposal documents.

\_\_\_\_\_  
(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Firm. If the title of the individual is not "President" or "Vice President," provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): \_\_\_\_\_

Title of Company Signatory (Printed): \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

Company Name: \_\_\_\_\_

Corporation (y/n): \_\_\_\_\_

Federal Tax Id: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip \_\_\_\_\_

Office phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Minority Firm: \_\_\_\_ (yes) \_\_\_\_ (no)

If yes, please specify minority classification \_\_\_\_\_

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized signature and date.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

### SWORN STATEMENT 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.

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Name of Company

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Representative/Title  
(Signature)

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Address

---

Representative/Title  
(Print/Type)

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Telephone number

---

Date

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## **ACKNOWLEDGEMENT OF ADDENDA**

We, \_\_\_\_\_ acknowledge receipt of the following addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

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

---

Company name

Name

---

Date

Authorized signature.

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## REFERENCES

The Bidder shall list at least three projects of similar scope. The referenced work shall have been completed within the last five years. Provide a brief description of the scope of the work. Please make sure references and contact people are current. Use separate sheets if necessary and include with submission. These will become part of the contract.

### Reference 1

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Project Dates	

### Reference 2

Company name	
Street Address	
City, State, Zip	
Contact Person	
Title	
Telephone #	
Project Dates	

### Reference 3

Company name	
Street Address	
City, State, Zip	

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

Contact Person	
Title	
Telephone #	
Project Dates	

Please note: References listed must be able to confirm the Bidder's ability to provide the services requested in this proposal document.

References submitted by: \_\_\_\_\_  
Company name



Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## MINORITY PARTICIPATION FORM

### PROPOSERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS \_\_\_\_\_

IS NOT \_\_\_\_\_

A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

African American	_____	Hispanic	_____	Asian/Pacific Islander	_____
American Indian/Alaska native	_____	Disabled	_____	Female	_____

I HEREBY REPRESENT THAT OUR/MY FIRM: IS \_\_\_\_ IS NOT \_\_\_\_ COMMITTED TO DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE PARTICIPATION LEVEL OF 29%.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## **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 Howard Community College.

Company: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, Request for Proposals 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 proposal or proposal for this procurement.

Firm: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PROPOSAL/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 proposal 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 proposal submitted by the Bidder on this project, and terminate any contract awarded based on the proposal. As part of its proposal 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):

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### 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 proposals 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 proposals 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

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

(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):

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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).

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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):
- 
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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 proposal or offer that is being submitted.
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal price or price proposal of the Bidder or Bidder or of any competitor, or otherwise taken any action in restraint of free competitive proposal bidding in connection with the contract for which the accompanying proposal 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:

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

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 with 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 proposal or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees, to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract.
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions.
  - (c) Prohibit its employees from working under the influence of drugs or alcohol.
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol, and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred.
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace.
    - (ii) The business' policy of maintaining a drug and alcohol-free workplace.
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace.
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above.
  - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) A proposal by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction.
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction.
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
    - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)—(j), above.
  - (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
  - (4) I acknowledge and agree that:
    - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification.
    - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be caused to suspend payments under or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
    - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

- (1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
(If not applicable, so state).
- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**M. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

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 proposal 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)

Howard Community College  
RFP Number: 25P-009  
RFP Title: Security Services  
Opening Date: June 17, 2025  
Closing Date: July 18, 2025

## NO PROPOSAL RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned Request for Proposals 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)

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS



## **TERMS AND CONDITIONS**

**1.CONTRACT TERMS:** The performance of this contract shall be governed solely by the terms and conditions as set forth in this document, notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Seller at any time. The acceptance by the College of any goods or services shall not be construed as acceptance by the College of any terms or conditions which are inconsistent with the terms and conditions stated here. All terms and conditions in any College solicitation are made part of this contract, as applicable. Any different or additional terms other than those specified in this document that are contained in Seller's acceptance are hereby objected to.

**2.COMPLETE AGREEMENT:** The purchase order and these terms and conditions, together with any other documents incorporated by reference, constitute a sole and entire agreement between the College and Seller with respect to the subject matter, superseding completely any oral or written communications unless the terms are expressly incorporated into additional written documentation. Where Seller's quotation is referred to in the purchase order, such quotation is incorporated in the purchase order only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms stated in this document.

**3.ELECTRONIC/FACSIMILE TRANSMISSION:** If the purchase order is transmitted by electronic means of transmission, such transmission shall have the legal significance of a duly executed original delivered to the Seller.

**4.DELIVERY AND PACKING:** All deliveries shall be FOB destination. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with the accepted trade practices. No charges may be made over and above a quoted price for packaging, or for deposits or containers unless specified in the quote. No charge will be allowed for cartage unless by prior written agreement. Delivery shall be made in accordance with instructions on the Howard Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**5.INSPECTION AND ACCEPTANCE:** No goods received by the College pursuant to the purchase order shall be deemed accepted until the College has had reasonable opportunity to inspect said goods for hidden damage or failure to meet specifications. Damaged/unacceptable goods shall be rejected and will be returned at Seller's expense for full credit or replacement, at the College's sole option. The College reserves the right to test any goods or services delivered to determine whether specifications have been met. No goods returned as defective shall be replaced without college authorization. If Seller fails to cure defect within ten (10) calendar days, the College reserves the right to purchase on the open market and Seller shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

**6.WARRANTY:** Seller expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Seller further warrants all articles, material and work

performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Seller's expense.

**7.PATENTS:** Seller guarantees that the sale and use of the goods offered will not infringe upon any U.S. or foreign patent. Seller will indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**8.QUANTITIES:** The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and will be returned at Seller's expense.

**9.TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this contract.

**10.INVOICES:** A separate invoice for the purchase order or for each shipment thereon shall be forwarded directly to Howard Community College, Accounts Payable, 10901 Little Patuxent Parkway, Columbia, Maryland 21044. The purchase order number must be shown by Seller on all related invoices, delivery memoranda, bills of lading, packages, and correspondence. Failure to comply may result in a refusal of shipment or delay in payment. The College has no liability for invoices not prepared in accordance with these requirements.

**11.PAYMENT OF COLLEGE OBLIGATIONS:** Payments to Seller pursuant to this contract shall be made no later than 30 days after the College's receipt of a proper invoice from the Seller. Charges for late payment of invoices prior to 45 days after receipts of invoices are prohibited.

**12.CARE OF PREMISES:** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Seller shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Seller's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Seller's expense.

**13.DELAYS AND EXTENSIONS OF TIME:** The Seller agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by the Seller for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work specified in this contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Seller, including but not limited to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the College, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without fault or negligence of either the Contractor or the subcontractors or suppliers.

**14.INSOLVENCY:** If the College has reasonable cause to believe the Seller is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of the Seller, then at the option of the College, the contract shall immediately terminate. In no event shall the contract become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Seller. Any delay by the College in the exercise of the right to terminate under this section shall not diminish or waive that right.

**15.TAXES:** The College is generally exempt from Federal and Maryland State taxes. Exemption Certificates are available upon request. Seller shall be responsible for the payment of any and all

applicable taxes resulting from any award or activities hereunder, including but not limited to any applicable amusement or sales taxes.

**16. NON-HIRING OF EMPLOYEES:** No employees of the College or of the State or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this contract shall, during the pendency or term of this contract and while being employed, become or be an employee of Seller.

**17. NON-DISCRIMINATION:** Seller assures the College that, in accordance with applicable law, it does not and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, sexual orientation, religious belief, handicap, marital status or status as a disabled veteran or veteran of the Vietnam era. The seller further agrees to post in conspicuous places notices setting forth the provisions of the non-discrimination clause and to take affirmative action to implement the provisions of this section. Seller further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status, except as mandated by law.

**18. ASSURANCE OF NON-CONVICTION OF BRIBERY:** Seller hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal Government.

**19. TERMINATION FOR CONVENIENCE:** The performance of the work or services under this contract may be terminated in whole or in part, whenever the Director of Procurement of Howard Community College, after consultation with appropriate College personnel, shall deem that termination is in the best interest of the College. In such event, the College shall be liable only for payment in accordance with the payment provisions of this contract for work or services performed or furnished prior to the effective date of termination. In no circumstances will the College be liable for anticipatory profits. Termination hereunder shall become effective by delivery of written notice of termination upon which date the termination shall become effective.

**20. TERMINATION FOR DEFAULT:** When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor after the date of the termination notice.

**21. TERMINATION BASED ON LACK OF FUNDING:** Seller understands that Howard Community College is a public institution of higher education, and its budget is subject to funding by governmental entities. This contract is subject to the continued appropriation of sufficient funds for this contract by the College's appropriating authority. For the purpose of this contract, the College's appropriate authority is deemed to be the Board of Trustees of Howard Community College. Lack of funding shall be grounds for immediate termination of the contract. The College shall promptly provide the seller with written notice if a non-appropriation occurs.

**22. DISPUTES:** Any dispute arising under this contract which is not disposed of by agreement shall be decided by the President of Howard Community College or a designee. Pending final decision of the dispute, the contractor shall proceed diligently with contract performance. Nothing hereunder

shall be interpreted to preclude the parties from seeking, after completion of the agreement, any and all remedies provided by law.

**23.NON-COLLUSION:** Seller certifies that it has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer submitted; Seller also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Seller or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with contract for which the within bid or offer is submitted.

**24.CONTINGENT FEES:** Seller hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Seller, to solicit or secure a contract, and that is has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this contract.

**25.MARYLAND PUBLIC INFORMATION ACT:** Seller recognizes that the College is subject to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. The seller agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**26.FINANCIAL DISCLOSURE:** The Seller shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or state unit and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

**27.POLITICAL CONTRIBUTION DISCLOSURE:** The Seller shall 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 or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Administration Board of Election Laws statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**28.REGISTRATION:** Pursuant to §7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

**29.RECORD RETENTION:** Seller shall maintain books and records relating to the subject matter of this contract, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this Agreement.

**30.AUDIT:** Seller shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have access to and the right to examine and audit any records, books, documents and papers of Seller and any subcontractor involving transactions related

to this contract during the term of this contract and for a period of three (3) years after final payment under this contract.

**31.HAZARDOUS AND TOXIC SUBSTANCES:** Seller must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Seller shall provide the College with a “Material Safety Data Sheet” including reference to the purchase order number, or in the case of controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**32.MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW:** When applicable, Seller shall coordinate and pay for all work required to comply with this law. Additionally, Seller shall be responsible for all locations of private utilities as required by the College.

**33.NON-DISRUPTION OF CAMPUS:** Seller understands that Howard Community College is an active college campus and that all delivery of services or work must be performed in a manner to minimize disruption of operations and classes. Under no circumstances shall any driveway, access road, or walkway be blocked by the Seller’s vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings.

**34.CHANGES:** The Director of Procurement may at any time, by written order, make changes within the general scope of the contract in the work and service to be performed. If any such changes cause an increase or decrease in Seller’s cost of, or the time required for performance of this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly.

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

**36.INDEMNIFICATION:** The Seller shall defend and indemnify the College against, and shall hold the College harmless from, any claims made by any person or entity as a result of injuries, damages, expenses and losses incurred by such a person or entity, including without limitation such person’s or entity’s and the College’s legal costs and attorney’s fees (hereinafter collectively “Liabilities”), arising out of or relating to Seller’s performance or failure to perform pursuant to this purchase order, except to the extent that the Liabilities are a result of the direct and sole negligence of the College. This provision shall survive the termination or completion of the work or expiration of this purchase order.

**37.INSURANCE:** Seller shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Seller’s operations under this contract, or by anyone directly or indirectly employed by the Seller.

**38.COMPLIANCE WITH HOWARD COMMUNITY COLLEGE POLICIES:** While on the College’s campus, the Seller agrees to comply with all applicable Howard Community College policies and procedures in effect as of the date of the purchase order and as they may be amended from time to time during the term of the contract.

**39.SMOKE AND TOBACCO-FREE:** Howard Community College is a smoke and tobacco free environment. Use of tobacco products is prohibited in all colleges owned, leased, and controlled properties including parking lots and garages, and at all college-sponsored activities. Smoking is prohibited in vehicles. This prohibition extends to Contractors, employees, agents, subcontractors and vendors.

**40.EMPLOYMENT OF CHILD SEX OFFENDERS:** Howard Community College provides a number of programs throughout the main campus that involve minor children, including the Children's Learning Center and Kids on Campus. 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 Seller, the Seller 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.

**41.CONFLICT OF INTEREST:** As a condition of award of this contract, Seller represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer, agent, or any member of their immediate family, their partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from Seller.**42.FORCE MAJEURE:** Neither party shall be responsible for delays or failure to perform resulting from causes beyond the reasonable control of such party, including without limitation, fire, explosion, flood, earthquake, storm, war, strike, riot, terrorist attacks, civil commotion, discontinuity in the supply of power, court order or governmental interference, or by any other cause of like or unlike nature and without fault or negligence of such party.**43.COMPLIANCE WITH LAWS:** Seller agrees to comply, at no additional expense, with all applicable Executive Orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this contract and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.**44.MARYLAND LAW:** This contract shall be construed and interpreted according to Maryland Law. The parties commit to the jurisdiction and venue of the courts located in Howard County, Maryland, to adjudicate any dispute arising under or relating to this purchase order.**45. SEVERABILITY:** If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.