



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

**REQUEST FOR PROPOSALS (RFP)
VIRTUAL CHIEF INFORMATION SECURITY OFFICER SERVICES
RFP NUMBER 26P-001**

All sealed proposals **MUST BE RECEIVED** via Equity Hub's Proposal Locker at <https://bidlocker.us/details/5154> by **11:00 a.m. local time on August 15, 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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

July 14, 2025

To All Prospective Offerors:

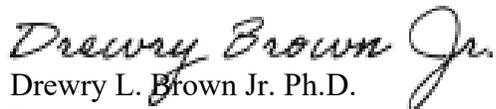
The Board of Trustees of Howard Community College invites bids from qualified firms to provide a Virtual Chief Information Security Officer (vCISO) on a part-time basis to support the College's strategic security goals and objectives.

Proposals will be accepted via Bid Locker until **11:00 a.m. on August 15, 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 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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

TABLE OF CONTENTS

KEY INFORMATION SUMMARY SHEET..... 4
SCOPE OF WORK..... 6
SUBMITTAL FORMAT..... 11
GENERAL INFORMATION 15

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

KEY INFORMATION SUMMARY SHEET

Issuing Office:	Howard Community College
Request for Proposals Title:	Virtual Chief Information Security Officer Services
Request for Proposals No:	26P-001
Procurement Officer:	Drewry I. Brown
Title:	Director of Procurement
Phone:	443-518-4668
Email:	dbrown6@howardcc.edu
Opening Date:	Monday, July 14, 2025
Pre-Proposal Conference:	Tuesday, July 22, 2025, at 10:00 am EST See Section 4.2 for more details.
Questions Deadline:	Tuesday, July 29, 2025, at 12pm EST
Closing Date:	Friday, August 15, 2025, at 11 am EST
MBE Subcontracting Goal:	Twenty-nine percent are not mandatory but strongly encouraged.
Contract Type:	Firm Fixed Price
Contract Terms	One (1) year Base with two (2) Renewal option years.

1.1 OBJECTIVE

Howard Community College (“HCC” or the “College”) is seeking a qualified firm to provide a Virtual Chief Information Security Officer (vCISO) on a part-time basis. The vCISO shall provide strategic leadership and guidance to ensure HCC’s information security posture is robust and compliant with industry standards and regulations. This role will develop and execute on a long-term security strategy that aligns with HCC’s goals and objectives.

1.2 BACKGROUND

HCC was founded in 1966 as the fourteenth of Maryland's 16 community colleges. Instruction began in Fall 1970. The College has a student to faculty ratio of 19:1 with 2,577 employees. HCC is the primary hub for higher learning in one of the most vibrant, best-educated counties in Maryland. We are proud to serve our community and to provide pathways to success for everyone whose life goals can be realized through education.

We offer outstanding two-year degree and certificate programs built around careers that are in demand. Offering affordable options for degrees and certificates, HCC is a smart choice, with courses that will transfer to any one of a long list of four-year institutions and education that will prepare you for the workforce. Students of all ages and educational levels can also prepare for a new career, sharpen job skills, or explore personal interests through the many programs in our noncredit, Continuing Education and Workforce Development division.

1.3 DEFINITIONS

- a. **Contractor** – the Bidder selected and awarded the contract resulting from this RFP.
- b. **Howard Community College (“HCC” or the “College”)** – the procuring unit.
- c. **Notice of Award** – A written notice from the Procurement Officer to the Bidder being recommended to the President or Board of Trustees for award the contract.
- d. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer to the Consultant to begin work under the contract.
- e. **Procurement Officer** – the sole point of contact for this solicitation and authorized representative of the College to facilitate this competitive procurement process. The College reserves the right to change the Procurement Officer by writing notice to interested parties.
- f. **Qualified Individual** –A designated person responsible for managing and overseeing HCC’s information security posture.

The College anticipates awarding this contract at the October 2025 board of trustees meeting. Transition of services will be expected to occur during the month of November 2025

SCOPE OF WORK

2.1 SCOPE OF WORK

The vCISO shall provide expert virtual cybersecurity services up to twenty (20) hours a week during normal business hours which may be exceeded in the event of a security incident or breach. HCC seeks a fresh perspective on its security measures and protocols to not only improve its posture, but also to identify new risks and opportunities. The vCISO will also be responsible for leading HCC's efforts to address the nine (9) elements of the Gramm-Leach-Bliley Act (GLBA) for compliance purposes.

1. Perform a detailed cyber risk assessment that includes the following, but not limited to:
 - Analyze and iterate upon previous risk assessment conducted in 2024.
 - Identify, estimate, and prioritize potential information cyber security risks at college.
 - Examine HCC's current technology, security controls, policies, and procedures to assess potential threats or attacks; and
 - Evaluate HCC's threat landscape, vulnerabilities, and cyber gaps that pose a risk to its assets.
2. Be prepared to act as HCC's Qualified Individual (QI) to present quarterly reports to HCC.
3. Board of Trustees and leadership as required and specified by GLBA.
4. Enhance HCC's information security program using a framework such as, Center of Internet Security (CIS) Critical Security Controls, or CIS Implementation Group 1 (IG1) that protects HCC in accordance with GLBA security requirements:
 - Use industry standard benchmarks to track adherence to selected frameworks.
 - If needed develop a step-by-step process for server hardening.
5. Perform third-party and partner evaluations Higher Education Community Vendor Assessment Toolkit (HECVAT). Review and update as needed, third-party vendor management policy.
6. Provide information security leadership, communication, investigation, mitigation, containment, and post-incident analysis in the event of a cyber incident.
7. Update and enhance existing cybersecurity policies and procedures as required by GLBA. The policies include but are not limited to:
 - Incident Response Plan

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

- Information Security Plan
 - Third-Party Vendor Management
 - Vulnerability management
 - Data management
 - Software management
 - Hardware asset management
8. Provide guidance when analyzing real-time threat analysis identified by HCC's security operations center.
 9. Develop and implement the strategy to conduct regular security audits and assessments to identify vulnerabilities and ensure compliance with security policies.
 10. Write a clear and concise incident response plan that meets industry standards.
 11. Develop business continuity and disaster recovery plans and conduct annual tabletop exercises.
 12. Review and provide guidance on existing Security Awareness & Training materials and activities.
 13. Participate in meetings as needed. (i.e., weekly, monthly, quarterly, ad hoc, etc.). Under normal circumstances, in-person meetings are not required. In the event of an incident or breach, an in-person meeting may be required. Additional in-person meetings will be scheduled as needed with advanced notice.

2.2 OBJECTIVES

1. Security Metrics & Reporting

- Define and track Key Performance Indicators (KPIs) and Key Risk Indicators (KRIs) for cybersecurity.
- Provide monthly dashboards or scorecards to leadership.

2. Zero Trust Architecture (ZTA) Guidance

- Assess HCC's readiness for Zero Trust.
- Develop a roadmap for implementing ZTA principles.

3. Cloud Security Posture Management

- Review and advise on the security configuration of cloud services (e.g., Microsoft 365, AWS, Azure).
- Ensure alignment with CIS Benchmarks and shared responsibility models.

4. Security Architecture Review

- Review and advise on network segmentation, identity and access management (IAM), and endpoint detection and response (EDR) strategies.

5. Data Privacy & Protection

- Support compliance with FERPA, HIPAA, and Maryland state privacy laws.
- Recommend data classification and data loss prevention (DLP) strategies.

6. Cybersecurity Awareness Program Expansion

- Develop or identify role-based training for faculty, staff, and students.

7. Tabletop Exercises & Incident Simulations

- Including ransomware and insider threat scenarios in exercises.

8. Emerging Threat Intelligence

- Provide quarterly threat briefings tailored to higher education.
- Integrate threat intelligence feeds into HCC's security operations.

9. Security Budget & Resource Planning

- Make recommendations for a multi-year cybersecurity budget.
- Perform gap analysis to recommend staffing or managed services.

10. Cyber Insurance Readiness

- Review current cyber insurance policies.
- Ensure controls meet insurer requirements and reduce premiums.

2.3 CYBERSECURITY INCIDENT OR BREACH

In the event of a cybersecurity incident or breach, the vCISO will:

1. Notify HCC immediately upon the discovery of an incident or breach by telephone and in accordance with the agreed upon incident response plan.
2. Implement the incident response plan, ensuring that all relevant teams are mobilized and aware of their roles and responsibilities.
3. Oversee the initial assessment to understand the scope and impact of the incident or breach.
4. Coordinate with the AVP/CIO or Director of Information Security and Infrastructure, to inform senior management and the board of trustees about the incident or breach and the steps being taken to address it.
5. Lead the investigation to determine the cause of the incident or breach, how it occurred, and what data or systems were affected.
6. Oversee the remediation efforts to fix vulnerabilities and restore affected systems.
7. Ensure that all actions taken during the incident or breach response are thoroughly documented.
8. Conduct a post-incident review to evaluate the response and identify lessons learned.
9. Provide a full written report of the incident, nature of the breach, compromised information, and correction actions taken to prevent future incidents or breaches.

Note: All devices and equipment to perform duties under this contract will be provided by HCC

2.4 QUALIFICATION REQUIREMENTS

2.4.1 EDUCATION

- At a minimum, the Contractor must possess a bachelor's degree in cybersecurity, computer science, information technology, or a related field from an accredited higher education institution in the United States. A master's degree is preferred.
- All listed certifications must be current. See section 2.4.3

2.4.2 EXPERIENCE

- **IT Security:** The Contractor must possess at least 7-10 years of experience in IT security-related roles such as security analyst, network administrator, or similar positions.
- **Leadership:** The Contractor must possess experience in management or leadership roles as CISOs need to lead teams and make strategic decisions.

2.4.3 CERTIFICATION(S)

The Contractor must possess at least one of the following related certifications:

- Certified Information Systems Security Professional (CISSP)
- Certified Information Security Manager (CISM)
- Certified Information Systems Auditor (CISA)

2.4.4 KNOWLEDGE & SKILLS

- **Technical Skills:** Demonstrates a deep understanding of information security principles, practices, and technologies.
- **Leadership and Communication:** Possess essential leadership, communication, and strategic planning skills.
- **Compliance and Risk Management:** Possess knowledge of regulatory requirements and risk management practices.

2.4.5 CONTINUING EDUCATION

With the cybersecurity industry constantly evolving, the Contractor shall remain up to date on the latest trends and threats and prioritize maintaining current certifications.

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

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 all subcontracting firms which will be part of the firm's team.

3.5 TECHNICAL PLAN

Describe the detailed plan for meeting the requirements of the project. Include a progress schedule outlining the individual steps involved in accomplishing this project, and the amount of time anticipated in accomplishing the steps. Also include a detailed description of the firm's abilities to complete the requirements of this project.

3.6 MANAGEMENT PLAN

Describe the detailed plan for managing the requirements of this project. Include a description of the firm's methods of planning, organizing, scheduling, controlling, and coordinating the total project effort.

3.7 QUALITY CONTROL

Describe the procedures that will be used to assure technical accuracy of planning and implementation, specifications, and cost estimates.

3.8 SAMPLES

Provide samples of similar projects/tasks completed within the last five years.

3.9 ADDITIONAL DOCUMENTS

List any additional documents that the firm expects the College to provide.

3.10 FIRM'S REFERENCES

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

Additionally, the Bidder shall provide references from a minimum of three projects of similar scope. All listed projects shall be from a higher education institution. Identify what services were provided. The following information must also be provided: project name, institution name, contact person, phone, email, project dates, contract value.

3.11 FINANCIAL STATEMENTS

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

3.12 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.

3.13 FIRM/CONTRACTOR INFORMATION FORM

The signed original must be included with the original proposal.

3.14 ACKNOWLEDGEMENT OF ADDENDA

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

3.15 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.

3.16 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.

3.17 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.

3.18 BID PROPOSAL AFFIDAVIT

The signed original must be included with the original proposal.

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

3.19 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 the 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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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://bidlocker.us/details/5154>, until **11:00 a.m. on August 15, 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 **Tuesday, July 22, 2025, at 10:00 am EST**. Attendance is not mandatory but is strongly encouraged. **To RSVP, all interested parties must email Drewry Brown at dbrown6@howardcc.edu by Friday, July 18, 2025.**

Any substantive questions that may arise during the pre-proposal conference must be emailed to Drewry Brown at 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.

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. 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 July 29, 2025.** Firms are advised that the College reserves the right to use its best

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

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 this 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>* **Virtual Chief Information Security Officer Services - RFP 26P-001 Redacted or Unredacted**, whichever is applicable to the file.

Completed proposal documents must arrive electronically via Equity Hub's Proposal Locker at <https://bidlocker.us/details/5154>. Please note that **Bidders must register on the Bid 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.

Bidders will be evaluated using the points evaluation method and will be ranked from highest to lowest. The more points earned, the higher the ranking. The maximum points possible is 100 points.

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

1. Technical Expertise (35 Points):

- a. Knowledge of Security Frameworks** – Demonstrates understanding and application of recognized cybersecurity frameworks, including NIST 800-53, CIS Critical Security Controls, and CIS Implementation Group 1 (IG1). (10 points)
- b. Cybersecurity Technologies** – Demonstrates familiarity with current security technologies, including those commonly deployed in higher education settings (e.g., firewalls, endpoint protection, SIEM, IAM). (10 points)
- c. Threat Intelligence and Incident Response** – Demonstrates experience in proactive threat detection, vulnerability assessments, risk mitigation, and effective incident response practices. (15 points)

2. Experience & Qualifications (40 Points):

- a. **Education:** Possession of a bachelor’s degree or higher in cybersecurity, information technology, computer science, or a related field from an accredited U.S. institution. (10 points)
- b. **Experience:** Demonstrates years of experience providing virtual or remote CISO-level services, including ability to translate complex security concepts for executive and non-technical audiences. Includes leadership experience in advising executive teams or governing bodies on cybersecurity strategies. (20 points)
- c. **Certifications:** Possession of industry-recognized certifications such as CISSP, CISM, CISA, or equivalent. (10 points)

3. Compliance & Risk Management: (15 Points):

- a. Demonstrates strong knowledge of regulatory requirements (e.g., FERPA, GLBA, HIPAA, PCI-DSS) and sound risk management practices tailored for higher education institutions. (15 points)

4. Other Requirements (10 Points):

- a. Submission includes a comprehensive resume of proposed personnel, three (3) professional references, and a sample task or project of similar scope demonstrating relevant experience and outcomes. (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 the 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: (1) Contract; (2) RFP; and then (3) Bidder's 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, the 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

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

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 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 should 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 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 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 requested 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 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 that is claimed to be confidential and/or proprietary should be clearly identified by page and section number and placed after the Title Page and before the Table of Contents in

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

the proposal. An explanation for each claim of confidentiality must be included. The College is subject to and complies with the Maryland Public Information Act (MPIA), which governs access to public records. As such, the entire proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply only to specific sections, pages, or portions of pages of the proposal, and each claim must be justified in accordance with applicable provisions of the MPIA.

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Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

Note: The cost for additional optional services will not be considered as part of the basis for the award.

2. PROGRAM COSTS

Provide a cost breakdown of the proposed key personnel and qualified staff below.

Position/Title	Hourly Rate	Total Estimated Hours	Total Cost
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

Note: If additional rows are needed, create an appendix to list additional positions.

3. TRAVEL & MISCELLANEOUS EXPENSES

If travel and other miscellaneous expenses are expected as a part of the delivery, provide a cost estimate below.

Expenses	Estimate Cost	Comments/Justification
	\$	
	\$	
	\$	
	\$	

4. TOTAL COST

Provide a summary of the total cost for three years including renewal periods.

ANNUAL COST	TOTAL
Year 1 – Base Term	\$
Year 2 – Renewal Option	\$
Year 3 – Renewal Option	\$

Offerors must specify the payment terms and schedule (e.g., monthly, quarterly, upon milestones, etc.).

By submitting this Financial proposal, the Offeror certifies that the pricing provided is accurate, complete, and inclusive of all costs to deliver the proposed services under the referenced RFP.

Authorized Representative: (Print)

Authorized Representative Title: (Print)

Signature:

Date:

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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 reduction 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: _____

Howard Community College

RFP Number: 26P-001

RFP Title: Virtual Chief Information Security Officer Services

Opening Date: July 14, 2025

Closing Date: August 15, 2025

Minority Firm: ____ (yes) _____ (no)

If yes, please specify minority classification _____

Company name

Name

Title

Authorized signature and date

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

SWORN STATEMENT OF ACCURACY FORM

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

Name of Company

Representative/Title
(Signature)

Address

Representative/Title
(Print/Type)

Telephone number

Date

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

ACKNOWLEDGEMENT OF ADDENDA

We, _____ acknowledge receipt of the following addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

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

Company name

Name

Date

Authorized signature.

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	

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

City, State, Zip	
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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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):

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

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the

sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

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:

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

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

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

Howard Community College

RFP Number: 26P-001

RFP Title: Virtual Chief Information Security Officer Services

Opening Date: July 14, 2025

Closing Date: August 15, 2025

(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:

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 with 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.

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 2025

Date: _____ by: _____
(Authorized Representative and Affiant)

Howard Community College
RFP Number: 26P-001
RFP Title: Virtual Chief Information Security Officer Services
Opening Date: July 14, 2025
Closing Date: August 15, 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)

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 the 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 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 that 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 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 the 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 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. Seller further agrees to post in conspicuous places notices setting forth the provisions of 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 or 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 purpose of this contract, the College's appropriating 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 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 it 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. 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 a 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 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.
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 a 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 of 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 college 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 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.