Board of Trustees’ Consent Materials

September 23, 2009
6:00 pm
The Rouse Company Foundation Student Services Hall
RCF-400
1. Board members practice respectful dialogue that serves the best interests of the college.

2. Each board member works to integrate servant-leadership into the board culture.

3. Each board member has the opportunity to speak uninterrupted.

4. Board members come prepared – board chair needs to understand what is required and set time and material appropriately.

5. Board chair acts as caretaker for the board – acts as filter, evaluates agenda for time well spent.

6. Board chair speaks for the board to the media.

7. Consent materials are available 10 days in advance; remaining board materials are available seven days in advance.

8. Board members should route any requests for additional information to the board chair or the president at least two business days prior to the board meeting.
Howard Community College’s
Dragon Principles

We promise to help our students, employees, and community members “get there from here.”

We pledge to...

  Be friendly
  Be helpful to our students and community
  Be considerate of each other

And we pledge to...

Discover Greatness in Others and Ourselves
1. Proposed New Hires

2. Spending Allowance Increase for Fire Alarm Upgrade

3. Athletic Fields Phase V Change Orders 2 and 3

4. Health Care Insurance Agreement

5. Website Technology Services

6. Office Copiers

7. Architectural/Engineering Services for the Health Sciences Building
1 – Proposed New Hires

**Background:** The following item is a summary of the proposed new hires for Howard Community College. Each employee’s salary is determined by objective analysis of the job skills of the position and by placement in the appropriate salary range, as approved by the board.

**Purpose:** To obtain board approval for new hires

**Timeline:** August 6, 2009 – September 1, 2009

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**Recommendation**

The administration requests that the board of trustees approve:

**Item:** List of new hires

**Source of funds:** The position and/or the funds are in the FY10 budget as approved by the board at its April 22, 2009, meeting.

**Compliance:** This request is in compliance with college procedure, Selection of Faculty and Staff – 63.02.03, and within the presidential boundaries related to compensation, fiscal conditions, and other appropriate limitations.
**BUDGETED HIRES (Position Control Positions)**

<table>
<thead>
<tr>
<th>Title</th>
<th>Department</th>
<th>Position Control Status</th>
<th>Grade</th>
<th>Range for Grade</th>
<th>Compensation</th>
<th>Name</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELI Information Specialist</td>
<td>Continuing Education Office</td>
<td>Existing Position</td>
<td>11</td>
<td>$44,533-$73,925</td>
<td>$46,760</td>
<td>Gavidia, Ashley</td>
<td>9/14/09</td>
</tr>
</tbody>
</table>

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1. Position Control position hires are those employees hired who are budgeted employees of the core workforce.
2. Annual salary is shown for exempt employees; estimated annual compensation is shown for non-exempt employees since official compensation is an hourly amount (not shown); the employee's salary may reflect part-time or ten-month employment.
3. Ranges shown are taken from the published salary schedules which include only 12-month salaries for full-time staff. Faculty ranges may be 10 or 12-month as applicable.
2 – Spending Allowance Increase for Fire Alarm Upgrade

**Background:** Siemens Building Technologies (SBT), Landis Division, is the only provider for extensions, upgrades, or additions to the campus-wide technical support, and fire alarm and fire sprinkler system since all the command and control devices are from their factory branch, making them a sole source. The FY10 sole source contracts for technical support and for the fire alarm life safety system were approved in April 2009 for $102,339.

At this time, the administration requests an increase in the spending allowance with SBT as sole source provider for the following:

1. Athletic and fitness center fire alarm system renovation and upgrade. The upgrade includes integration into the college-wide system.

2. Annual sprinkler system testing (required by Howard County).

<table>
<thead>
<tr>
<th>Contract</th>
<th>Spending Allowance</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Siemens Technical Support</td>
<td>$63,663</td>
<td>Plant operations</td>
</tr>
<tr>
<td>Siemens Fire Safety</td>
<td>$38,676</td>
<td>Plant operations</td>
</tr>
<tr>
<td><strong>Previously approved total:</strong></td>
<td><strong>$102,339</strong></td>
<td></td>
</tr>
<tr>
<td>1. Athletic and Fitness Center Fire Alarm Life Safety System Renovation and Upgrade</td>
<td>$109,414</td>
<td>Capital systemic</td>
</tr>
<tr>
<td>2. Sprinkler Testing</td>
<td>$5,000</td>
<td>Plant operations</td>
</tr>
<tr>
<td><strong>Increase requested:</strong></td>
<td><strong>$114,414</strong></td>
<td></td>
</tr>
<tr>
<td><strong>New Total:</strong></td>
<td><strong>$216,753</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Purpose:** To obtain board approval to increase the spending allowance with the Siemens Building Technologies, Landis Division, for renovation and upgrade of the athletic and fitness center and sprinkler testing.

**Location:** Main campus

**Timeline:** FY10

**Specifications:** The renovation of the athletic and fitness center fire alarm safety system includes installation in the penthouse of a voice evacuation fire alarm panel. The system will include ten pull stations, one keyboard display, and master microphone in the vestibule, three
remote power supplies, four smoke detectors, 18 duct detectors, 10 relays, 10 heat detectors, 10 pull stations, 42 speaker strobes, and 17 strobes. Notification appliances in the pool and locker rooms will be weather-resistant. Notification appliances in the gymnasium will be protected with wire cages. Pull stations in the gymnasium will be protected with Underwriters Laboratories (UL) list polycarbonate covers. The existing system will be removed after acceptance by the local authority having jurisdiction of the new system. SBT will provide drawings, submittals, and assistance at the final inspection. A lift for installation in the gymnasium will be provided by SBT. Included also are engineering, fire alarm standard submittal, freight, programming, project management for Siemens scope of work, and system commissioning.

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**Recommendation**

The administration requests that the board of trustees approve:

- **Amount:**
  - Previously approved: $102,339
  - **Increase:** $114,414
  - **Total:** $216,753

- **Vendor:** Siemens Building Technologies, Landis Division

- **Source of funds:** FY10 operating budget and capital systemic budget

- **Compliance:** This request is in compliance with college policy, Purchasing-62.05.01.
3 – Athletic Fields Phase V Change Orders 2 and 3

**Background:** In April of 2009, the board of trustees awarded the contract for phase V of the athletic fields to Atlas Track & Tennis, Inc. for the amount of $799,982.25. This project includes upgrading an existing athletic field to meet Title IX standards. The field has rocks, holes, and dips that are safety hazards. The project includes the design/build services for the installation of a synthetic turf multi-purpose athletic field, which includes soccer, lacrosse, and baseball.

Since the initial proposal, the athletic and fitness department has requested inlaid men’s and women’s lacrosse markings be added resulting in an additional cost of $8,190.66 for change order 1. This item was approved by the board of trustees in August.

Change order 2 is for $4,809.96. This change request is the result of additional work needed to raise and re-grade a low-grade area along the walkway around the field previously not included in the construction.

Change order 3 is for $31,734.74. This change request is for the installation of a 4-foot high chain link fence, to ensure the protection of the field, with three single gates 4-feet wide and one 12-feet wide double-swing gate.

The total for change orders 2 and 3 is **$36,544.70.**

**Purpose:** To obtain board approval to proceed with the athletic fields phase V, change orders 2 and 3

**Location:** Main campus

**Timeline:** The athletic fields’ project began in May 2009. Change order 2 and 3 will begin as soon as possible after board approval is received.

**Specifications:**

Change order 2: Raise and re-grade low area along walkway using on-site material, including demo and removal, place on-site fill and re-grade, and provide new pavement 6-feet by 75-feet.

Change order 3: Furnish and install 4-foot high chain link fencing cored into entire field perimeter curb with three single swing gates each 4-feet wide, and one 12-feet wide double swing gate. Material finish to be black vinyl.
The administration requests that the board of trustees approve:

<table>
<thead>
<tr>
<th>Amount:</th>
<th>Original Contract Amount: $ 799,982.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previously approved:</td>
<td>$ 8,190.66</td>
</tr>
<tr>
<td><strong>Increase:</strong></td>
<td>$ 4,809.96</td>
</tr>
<tr>
<td><strong>Increase:</strong></td>
<td>$ 31,734.74</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$ 844,717.61</td>
</tr>
</tbody>
</table>

**Vendor:** Atlas Track & Tennis, Inc.

**Source of funds:** FY10 Capital Budget

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
4 – Health Care Insurance Agreement

**Background:** Howard Community College is currently under the county’s health insurance plan for medical and dental coverage. Approximately a year ago, the county changed the plan and the carriers. This change necessitated a new health insurance agreement with the county. The administration received the new agreement this summer from the county and the college attorney has worked with the county attorney to finalize the current agreement, which is attached.

**Purpose:** To obtain board approval for the health insurance agreement with the county

**Location:** College-wide

**Timeline:** Effective retroactively – initial term January 1, 2009, through December 31, 2009, with five additional one-year renewals

**Specifications:** The plan document outlines terms of the plan, maintenance of coverage, selection of plans, premium equivalent rate notification, employee contributions, payment of claims by the county, payment structure, reimbursement of uninsured claims and claims not covered by the stop-loss insurance, indemnification, record retention, county audits, default remedies, and termination.

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**Recommendation**

The administration requests that the board of trustees approve the plan and also the first-year renewal.

**Amount:** To-be determined based on employee plan selection. Estimated at $5,122,000.

**Vendor:** Howard County currently has the right to select the carriers. Currently coverage is with Aetna (PPO and HMO), Kaiser-Permanente (HMO), Delta Dental, and DentaQuest.

**Source of funds:** Unrestricted budget

**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01
HEALTH CARE INSURANCE AGREEMENT
BY AND BETWEEN HOWARD COUNTY, MARYLAND AND
THE BOARD OF TRUSTEES OF HOWARD COMMUNITY COLLEGE

This Health Care Insurance Agreement (“Agreement”) is made this __________ day of ____________, 2009, by and between HOWARD COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (“County”), the BOARD OF TRUSTEES OF HOWARD COMMUNITY COLLEGE, a body corporate and politic (“College”).

WHEREAS, the County periodically issues a request for proposals to develop an annual plan (1) for providing certain health care coverages to its employees, retirees, and eligible dependents, including medical and prescription plans, dental plans, and vision plans, and (2) for self-insuring claims made for health care services provided under those coverages, and (3) for selecting a plan administrator (“Plan Administrator”) for health care claims and services (each plan individually is hereinafter designated a “Plan” and collectively, the “County Plan”); and

WHEREAS, the purpose of the County Plan is to provide health benefits to Howard County employees, retirees and eligible dependents (“County Employees”) whose contributions may be withheld on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code; and

WHEREAS, pursuant to each annual County Plan, the County contracts with a Plan Administrator to require that the Plan Administrator initially pay all claims and then seek reimbursement from the County for the claims paid; and

WHEREAS, pooling of County and College employees’ participation in the County Plan reduces the cost of providing health care and other benefits to each of its respective employees; and

WHEREAS, the College and the County are desirous of entering into an agreement whereby the College employees, retirees, and eligible dependents of the College (“College Employees”) may also participate in the County Plan; and

WHEREAS, the College and the County wish to set forth their respective rights and obligations relating to participation by College Employees in the County Plan.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by all parties to this Agreement, the County and the College agree as follows:

1. **Term.** The term of this agreement shall be effective from January 1, 2009 and terminate on December 31, 2009, and may be affirmatively renewed by the parties for five (5) additional one-year terms on mutual agreement of the parties. The County shall give notice of the terms and conditions of renewal at least 90 days prior to the end of the term or a renewal term.
2. **Subject to Appropriation.** If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal year, this Agreement shall be terminated as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the parties’ rights under any termination clause in this Agreement. The effect of termination of this Agreement will be to discharge all parties from future performance of this Agreement, but not from their rights and obligations existing at the time of termination.

3. **Maintenance of Coverages.** The County agrees to maintain the insurance coverages included within the County Plan for eligible College Employees during the term of this Agreement and any renewal periods for which funds are appropriated unless otherwise terminated pursuant to Section 19 of this Agreement.

4. **Self-Insured Plans.** The County’s obligations under this Agreement are limited to self-insured plans only and do not obligate the County in any manner to offer a County Plan on a fully-insured basis.

5. **IRS Compliance.** The College agrees to administer the Plans in accordance with all applicable rules and regulations of the Internal Revenue Service, including, without limitation, plans organized under 26 U.S.C.A. Section 125 (the “Regulations”), as amended from time to time. The College shall indemnify and hold the County harmless from any and all fines, penalties and other damages awarded or imposed as a result of the College’s failure to comply with the Regulations for the full amount of all fines, penalties and fees in addition to the amount of any taxes assessed for failure to comply with the Regulations.

6. **Selection of Plans.** The County Plan, including the individual Plan(s) included in the County Plan, for each term of this Agreement shall be determined by the County in its sole discretion. The County reserves the right, in its sole discretion, to amend, modify or terminate any Plan(s) at its sole discretion and will provide at least ninety (90) days prior notice to the College.

7. **Premium Equivalent Rates.** No later than 60 days prior to each year’s Plan renewal date, the College shall provide to the County an estimate of the number of College Employees which will participate in the plan. No later than 90 days prior to the renewal date, the County shall determine a “premium equivalent rate” per capita for all employees participating in the County Plan (the “Rate”). The Rate shall be based on factors to include (1) historical claims utilization, enrollment, plan design features, and current inflation rates for medical costs. The Rate is subject to change on January 1 of each year unless a different plan renewal date is selected by the County in its sole discretion. The County will provide the College with advance written notice of any changes in the renewal date at least ninety (90) days prior to the renewal date for each Plan.
8. **Employee Contribution Rates.** The College shall require a contribution from all eligible College Employees participating in the County Plan. The College and the County shall confer as to the Employee Contribution Rate for College Employees prior to the beginning of each term of this Agreement. The College will notify the County of its Employee Contribution Rate at least 30 days prior to the beginning of each term.

9. **Payment of Claims by the County.** College Employees shall submit claims to providers of health benefits under the County Plan (“Providers”) pursuant to the terms and conditions of each Plan. The County agrees to pay claims submitted by College Employees in accordance with the terms and conditions of its contract with each Provider. The terms and conditions of all contracts with the Providers under the County’s Plans shall be applicable to the claims submitted by College Employees.

10. **Payment Structure.** Except for uninsured claims set forth in Section 12 of this Agreement, the College shall pay the County as follows:

   a. The College shall pay to the County a lump sum representing the number of College Employees participating in each Plan by the Rate for that Plan on a monthly basis.

   b. Payments shall be remitted on or before the last day of each month to:

      Director of Finance  
      3430 Courthouse Drive  
      Ellicott City, MD 21043

   c. Payments submitted in excess of sixty days after the due date shall be assessed interest at 5%.

11. The parties acknowledge and agree that the College is not an agent of the County nor shall any of the College’s employees or agents be deemed sub-agents of the County under this Agreement. The College shall bear sole and independent responsibility for enrollment in and management of its health plans.

12. **Reimbursement of Uninsured Claims.** The College shall reimburse the County the full amount paid for any claims (“Uninsured Claims”) paid attributable to College Employees determined to be ineligible to receive benefits under the County Plan in addition to any amounts paid pursuant to Section 10 of this Agreement. If the payment error rests solely with the insurance carrier, the County will work with the College to determine the appropriate remedy.

13. **Reimbursement for Claims Not Covered by Stop-Loss Insurance.** The College agrees to cooperate with the County to provide any documents or other
information in any format requested by the County to satisfy a claim made pursuant to the County’s Stop Loss Insurance Policy.

14. **Indemnification.** To the extent that any claims arising from either party are not paid by the Howard County Self-Insurance Program and to the extent of the provisions of the Local Government Tort Claims Act or any other law providing immunity or liability caps to the County and College and subject to the appropriation of funds, the College and the County agree to indemnify and save each other harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, arising from or out of the negligent performance of its responsibilities as stated in this Agreement, or occasioned in whole or in part by any negligent act or omission of the College or County or their officials, agents or employees. Such indemnification shall be limited to actual monetary losses not covered by insurance of the Plan vendors or payment by the Plan vendors as indemnification of either party. Further, as a condition of indemnification, each party agrees to notify the other of any suits, claims or potential claims within 15 days of its own notice of such suits, claims or potential claims.

This indemnification is not to be deemed as a waiver of any immunity which may exist in any action against the College or the County.

The County agrees to take reasonable measures to amend its contract with the Providers at the next contract renewal date to provide for direct indemnification by the Provider to the College for claims arising from the negligence of the Provider.

15. **Record Retention.** The College shall maintain sufficient records to enable the County to determine whether the College has met its obligations under this Agreement. At a minimum, such records shall include:

   a. A current list of all College Employees participating in the County Plan;
   b. Any records verifying eligibility for plan enrollment;
   c. Any records relating to contributions by College Employees to the County Plan;
   d. Any records relating to maintenance of the College’s plan established pursuant to Section 125 of the Internal Revenue Code;
   e. All records relating to claims made by College Employees under the County Plan.

All records shall be maintained for a period of three years.

16. **County Audits and Inspections.** All records with respect to the matters covered by this Agreement shall be made available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the College within 30 days after receipt by the
College. Failure of the College to comply with the requirements in this Section will constitute a violation of this Agreement and may result in the withholding of payments for future claims.

17. **Waivers.** The failure of the parties to enforce at any time the provisions of this Agreement, or to exercise any option which may be provided herein, shall in no way be construed as a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

18. **Default, Repayment And Remedies**

a. **Default.** A default shall consist of any material breach of any covenant, agreement, provision, representation or warranty of either party which was made in this Agreement.

b. **Notice and Cure.** If a default occurs, the non-breaching party shall provide written notice to the breaching party to cure the default, and the breaching party shall have sixty (60) days from the date the default notice was postmarked to cure the default.

c. **Remedies.** In the event of a default under this Agreement, either party may, in its sole discretion, terminate this Agreement pursuant to Section 19 (below) or fail to renew this Agreement for the next term of this Agreement.

Either party may at any time proceed to protect and enforce all rights available to it, by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

19. **TERMINATION**

a. **Mutual Termination.** This Agreement may be terminated by either party on 120 days prior written notice, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of a partial termination, the portion to be terminated.

b. **Termination for Default.** Failure to comply with any of the obligations under this Agreement shall constitute authority for issuance of a termination notice of this Agreement, except where circumstances shall warrant alteration, adjustment or deviation from those obligations. Prior to terminating this Agreement, the terminating party shall give the other one-hundred (120) days prior written notice of such intent to terminate. The notice shall specify the acts or omissions relied on in case of termination.
20. Notices. All notices required to be sent pursuant to this Agreement shall be sent to the following:

For the County: Todd Allen
Human Resource Administrator
3430 Courthouse Drive
Ellicott City, Maryland 21043
Phone (410) 313-2350
E-mail tallen@howardcountymd.gov

For the College: David Jordan
Associate Vice President
Human Resources
Howard Community College, N100
10901 Little Patuxent Parkway
Columbia, MD 21044
Phone (410) 772-4817
Fax (410) 772-4447
E-mail djordan@howardcc.edu

21. Interpretation of Laws. This Agreement shall be construed pursuant to the laws of the State of Maryland.

22. Construction. In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that all parties have been represented by competent legal counsel, that this Memorandum has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal on the date aforementioned.

ATTEST: BOARD OF TRUSTEES OF HOWARD COMMUNITY COLLEGE

______________________________ By:______________________________
Name:_____________________________
Title:_____________________________

[COUNTY SIGNATURE PAGE FOLLOWS]
ATTEST:

Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

By: __________________________(SEAL)

Ken Ulman
County Executive

RECOMMENDED FOR APPROVAL:

Todd Allen, Human Resources Admin.

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this _____ day of ______________, 2009:

Margaret Ann Nolan
County Solicitor
5 – Website Technology Services

Background: In 2006, the board of trustees approved the college’s purchase of a content management system from Systems Alliance to manage its websites and online presence. The continued use of the content management system requires payment for an annual license and support fee of $18,000.

Additionally, Systems Alliance provides the college with disaster recovery and hosting service for its websites. This service allows the college to establish a remote disaster recovery presence within 24 hours and quickly recover business and academic services that are dependent on a web presence. The annual cost for this service is $25,500.

The total cost of the annual license and support fee and the disaster recovery and hosting service is $43,500.

Purpose: To obtain board approval to retain services with Systems Alliance

Location: Howard Community College

Timeline: September 2009 – September 2010

Specifications: Upon notification of an emergency, within 24 hours the contractor will launch a mirrored website for the college using concurrent backups.

Bids: No bids are required. This is a sole source provider since the college has purchased System Alliance’s SiteExcutive content management system (CMS). The purchase of the CMS was done under a competitive bid process.

Recommendation

The administration requests that the board of trustees approve:

Amount: $43,500 ($18,000 + $25,500)

Vendor: Systems Alliance, Inc.

Source of funds: FY10 operating budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.
6 – Office Copiers

**Background:** An invitation to bid was solicited to replace 39 office copies currently being rented from Enoch Office Equipment. The current contract with Enoch expires in October 2009. Bids from nine vendors were received. The bids were assessed on the following criteria: functionality and quality of equipment, green features, convenient rental terms, and competitive pricing. Enoch Copiers is being recommended based on the availability of these features as well as the excellent customer service the college has received during the past five years. Additionally, Enoch offers a rental agreement while other vendors have proposed lease agreements that require second party financing and reduce the flexibility of the college with regard to the equipment it uses. The contract is for one year with two one-year extension options.

**Purpose:** To obtain board approval to award an office copier contract

**Locations:** Main campus, Gateway, and Belmont

**Timeline:** October 1, 2009 through October 1, 2010, with two option years

**Specifications:** Provide three copier options to meet office needs:

<table>
<thead>
<tr>
<th>Base Specifications</th>
<th>Class 1 copier</th>
<th>Class 2 copier</th>
<th>Class 3 copier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly copy allowance</td>
<td>5,000</td>
<td>10,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Speed (copies per minute)</td>
<td>20-30</td>
<td>30-40</td>
<td>50 +</td>
</tr>
<tr>
<td>Finisher</td>
<td>Optional</td>
<td>Optional</td>
<td>Included</td>
</tr>
</tbody>
</table>

**Bids:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Yearly Cost (39 copiers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canon</td>
<td>$78,512</td>
</tr>
<tr>
<td><strong>Enoch</strong></td>
<td><strong>$60,480</strong></td>
</tr>
<tr>
<td>Konica Minolta</td>
<td>$78,905</td>
</tr>
<tr>
<td>Nauticon</td>
<td>$69,384</td>
</tr>
<tr>
<td>OCE</td>
<td>$62,808</td>
</tr>
<tr>
<td>OneSource</td>
<td>$54,659</td>
</tr>
<tr>
<td>Philips</td>
<td>$82,361</td>
</tr>
<tr>
<td>Ricoh</td>
<td>$77,935</td>
</tr>
<tr>
<td>Xerox</td>
<td>$99,405</td>
</tr>
</tbody>
</table>
The administration requests that the board of trustees approve:

**Amount:** $60,480  
**Vendor:** Enoch Office Equipment  
**Source of funds:** FY10 funds with yearly board endorsement  
**Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.
7 – Architectural/Engineering Services for the Health Sciences Building

**Background:** Proposals were solicited for professional architectural and engineering (A/E) services to design the new health sciences building of 55,650 net assignable square feet (NASF) and 94,830 gross square feet (GSF) to support the health sciences division. The disciplines of nursing and allied health, which include cardiovascular technology, emergency medical technician/paramedic, exercise science, life fitness, healthcare, health education, human services, nursing, radiologic technology, surgical technology, physical therapy, and respiratory therapy, are located in the building. In addition to these twelve current offerings, the college is planning for dental assistant/hygienist and occupational therapy as two new programs to be housed in the building. The new building will include classrooms, an assembly lecture hall, meeting rooms, laboratories, offices, administrative support facilities, building support areas, and hazardous materials storage. It is likely that the loading dock and recycling areas will be shared with the next proposed building, which is the new science, engineering, and technology building. Consideration also needs to be given to the building site for the new facility as well as a satellite central utility plant to be housed in the new building that will serve the facility and future expansion.

**Purpose:** To obtain board approval to award the contract for architectural and engineering services for the new health sciences building

**Location:** Main campus

**Timeline:** Design services to be begin in September 2009, with a 14-month schedule to be completed about November 2010.

**Specifications:** To provide professional architectural and engineering services to design the new Health Sciences Building of 55,650 NASF and 94,830 GSF.

**Bids:** Technical proposals were received from thirteen firms. Two of the proposals were rejected (Heery International and Richter Cornbrooks Gribble Architects) as they did not adhere to the submission requirements outlined in the RFP. The remaining eleven proposals were evaluated by the college’s selection committee. All thirteen firms responding to the RFP are as follows:

- Ayers Saint Gross
- Behnisch Architekten
- Bowie Gridley Architects
- Burt Hill, Inc.
- Clark Nexsen / WHR Architects
Award for projects with estimated A/E fees in excess of $100,000 are qualifications-based. Firms submitting expressions of interest must present their qualifications, which are evaluated and ranked by the college’s selection committee. Those firms whose technical proposals achieve the minimum or better technical score are invited to participate in the next phase, which is the oral presentations. Following the interviews, firms are ranked resulting in a cumulative score. The college then requests a price proposal from the most qualified and highest ranked firm and initiates negotiations for a fair, competitive, and reasonable fee with the most qualified firm. If unsuccessful, the negotiations are terminated and the college begins negotiations with the next most qualified firm.

Only those firms whose technical proposals achieved at least a minimum technical score of 75 percent were invited to participate in the next phase. Of the eleven firms, four firms advanced to the oral presentations phase: Ayers Saint Gross, Burt Hill, Gaudreau, and Perkins+Will. Following the oral presentations, the highest-ranking firm was Ayers Saint Gross with 178.5 points out of 200 available points ranking them at 89.3 percent. The final scores for all four firms are listed in descending order:

- Ayers Saint Gross: 178.5 (89.3 percent)
- Perkins+Will: 162.9 (81.5 percent)
- Gaudreau: 162.1 (81.0 percent)
- Burt Hill: 155.7 (77.9 percent)

The General Assembly authorized $4,008,000 for architectural/engineering services for this project. Ayers Saint Gross submitted their price proposal on September 4, 2009, after which the college was successful in negotiating a fair and reasonable fee.

Recommendation

The administration requests that the board of trustees approve:

- **Amount:** $4,002,656
- **Vendor:** Ayers Saint Gross
- **Source of funds:** FY10 Capital Budget, Health Sciences Building.
- **Compliance:** This request is in compliance with college procedure, Purchasing – 62.05.01.