

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP NO.: 620-003**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 2:00 PM**

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**Addendum No. 4**  
**Issued: April 27, 2020**

THIS ADDENDUM IS TO PROVIDE CLARIFICATION TO THE FOLLOWING QUESTIONS REGARDING PROPOSAL PREPARATION, SUBMISSION AND DELIVERY:

Item4-1    Question:        I want to reach out regarding the submission requirements and deadline for the RFP #620-003 – Three Campuses and Leased Facilities. Understand it is due 4/30; proposals must be delivered and received in the procurement office. Given the current conditions, is Montgomery College considering a modification to the submission – *from hand delivery to electronic delivery*?

Answer:                Hard copy proposal submission requirements remain unchanged. However, please note that the RFP submission/delivery location and RFP closing time has been changed, per Addendum No. 3.

Item 4-2    Question:        Please confirm you still require original ink signatures that must be coordinated amongst firm individuals teleworking from multiple home locations.

Answer:                Scanned signature on the proposal submittal will be acceptable, due to COVID-19.

Item 4-3    Question:        In light of the coronavirus outbreak, is it acceptable to send our proposal via a delivery service, such as FedEx or UPS, rather than hand deliver it?

Answer:                Proposal submission by courier deliveries, such as FedEx or UPS will be accepted at the College Central Receiving during its opening hours, from 9:30a.m. – 2:30 p.m., weekdays, per Addendum No. 3. We have Central Receiving staff to receive the Proposals for our office during its opening hours.

Item 4-4    Question:        Will someone be at Central Receiving on the 29<sup>th</sup> if we send it for delivery a day early?

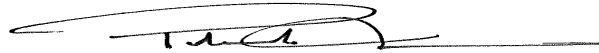
Answer:                Yes. We have Central Receiving staff to receive the Proposals for our office from 9:30 a.m. – 2:30 p.m., Monday to Friday. On proposal submittal deadline date, proposal receipt will be acknowledged by Mr. Patrick Johnson, Director of Procurement who will be at Central Receiving.

We encourage Offerors to submit before RFP closing date.

All other specifications, terms and conditions remain unchanged.

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\_\_\_\_\_  
Patrick Johnson, MBA  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

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**ADDENDUM #3**  
**Issued: April 14, 2020**

THIS ADDENDUM IS BEING ISSUED TO **MAKE CHANGES** TO THE RFP DOCUMENTS AS FOLLOWS:

Item 3-1            **Change the proposal submission/delivery location to:**

**Montgomery College**  
**Central Receiving Dept.**  
**7602 Standish Place**  
**Derwood, Maryland 20855**  
**Opening Hours: 9:30 a.m. – 2:30 p.m., Monday to Friday, except for College Holidays.**  
**Phone: 240-567-5282**

Item 3-2            **Change the RFP closing time to 2:00 p.m.**

All other specifications, terms and conditions remain unchanged.



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Patrick Johnson, MBA  
Director of Procurement

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Company Name

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Authorized Signature

---

Date

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Printed/Typed Signature

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**ADDEDNUM #2**  
**ISSUED: APRIL 9, 2020**

THIS ADDENDUM IS BEING ISSUED TO PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

**NOTE: Similar requests for information received by the College, have been consolidated, where appropriate, and answered accordingly.**

**The following items offer clarifications that do not change any requirements of the RFP documents.**

Item 2-1 Question: Is there a requirement for proposed personnel to be U.S. citizens?

Answer: Proposed personnel does not require to be US Citizens but shall be permitted to work in US.

Item 2-2 Question: Is there a requirement for all the work to be done in the U.S.?

Answer: We do not anticipate any work orders generated under this contract for this category cannot be provided by your local office.

Item2-3 Question: If we are not a licensed Architecture/Engineering firm, do we qualify to bid?

Answer: This task order category (AEC/FM software integration & training) does not require licensure.

Item 2-4: Question: Will electronic submittals be granted due to the current circumstances?

Answer: See Item 1-15 of Addendum No.1. Further adjustments may be made pending development of COVID-19 situation, so stay in tune.

Item 2-5 Question: I don't believe we received the RFP issued on March 18<sup>th</sup> for this project. Can you please include me in the communication list?

Answer: All College's bidding opportunities are advertised on the eMaryland Marketplace Advantage and posted on the Procurement website.

If you want to be include in the email list, please go to the Procurement website to download a copy of the RFP documents, at

<https://info.montgomerycollege.edu/offices/procurement/bid-opportunities.html>

Click the bid number 620-003, fill out the contact information and then submit. Be sure to fill out your contact information correctly, especially the email address. By doing that, your contact information will be captured in our CMS system, and you will receive email notifications each time there is any update to the RFP documents.

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---

- Item 2-6 Question: On Page 8 of the RFP (002113-4) the GSA Standard Form 330 is listed as a separate bulleted item, however, within Section 7.8.3 Guidelines for Submission Information and Part I (002413-1) under Items Required for Technical Proposal Submissions it's listed as requirement under the Qualification Questionnaire section. For the purpose of organization, may you confirm if the SF330 should be included as its own tabbed section or provided under the Qualification Questionnaire section?
- Answer: GSA Standard Form 330 should not be listed as a separate bullet item on Page 002113-4. It is one of the requirements under the Qualification Questionnaire. See Item 2-48.
- Item 2-7 Question: Please define "environmental assessment services" required for the Civil Engineering contract.
- Answer: Environmental assessment services include Natural Resources Inventory, Forest Stand Delineation, Storm Water Management, and Dam Safety.
- Item 2-8 Question: On page 53 of the RFP in Schedule A Qualifications and Scope of Services for Civil Engineering Consultant it lists "*Field and laboratory materials testing protocols and analysis.*" Please confirm if this is a requirement for the civil team.
- Answer: The requirement refers to firm's knowledge of material testing procedures, ASTM standards, and lab result interpretations.
- Item 2-9 Question: Does the College have a preference if Offeror's provide on-call contracts as a project example versus a project-specific example?
- Answer: No preference. However, specific example of services rendered under an on-call contract shall be cited.
- Item 2-10 Question: You request an original hard copy and an electronic copy of the technical proposal and one original and one copy of the hourly rate fee schedule. Should the copy of the hourly rate fee schedule also be an electronic version?
- Answer: No. Not required.
- Item 2-11 Question: The Technical Proposal Form requests a "Professional Registration Number", and the Hourly Rate Fee Schedule requests a "Contractor License Number". For engineering firms, do you want an individual's license number in these places or our Maryland Firm Permit number?
- Answer: Hourly rate schedule should not be asking for contractor license number. Typically, this type of RFP should only ask for Principal-in-Charge's registration number.

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- Item 2-12 Question: The Qualification Questionnaire Section V. C. requests “3 portfolios for the manager”, is this requesting 3 projects that the proposed manager has worked on, in addition to the five sample projects requested elsewhere in the submittal?
- Answer: See Item 1-21 in Addendum No. 1 and reissued Qualification Questionnaire included in this Addendum.
- Item 2-13 Question: Is there a page limit for the overall submittal, or any specific portion?
- Answer: There is no page limit for the overall submittal or any specific portion. However, Proposals should be prepared simply and economically, providing a straightforward and concise descriptions of the Offerors’ relevant qualification and experiences.
- Item 2-14 Question: Schedule. A, #3 reads that the Offeror shall have expertise and capabilities in “Field and laboratory materials testing protocols and analysis”. Can you clarify or provide more specific details of the range of services that is intended to entail?
- Answer: The requirement refers to firm's "knowledge of material testing procedures, ASTM standards, and lab result interpretations."
- Item 2-15 Question: For Schedule B (Architectural Design Consultant), what is a limit or a range of project construction cost, or a fee range, for the project performed under the typical contract within this RFP?
- Answer: Task Order Projects are mostly small to mid-sized projects. The construction budgets can range from half a million to 2 million dollars.
- Item 2-16 Question: Schedule I FCA: (1) Is there a current or preferred FCA database platform or dedicated software product currently in use, if so which product? (2) What are the other “existing computer systems” referenced in SOW item 8? (3) Besides Esri ArcGIS, which GIS/AEC/FM software products are currently in use including CMMS and FCA applications.
- Answer: We are at the beginning phase of setting up FM related data bases. Currently we have started using Esri ArcGIS, TMA & AutoDesk 360 Apps for FM and construction projects.
- Item 2-17 Question: Schedule H (Roofing), (1) Is there a roofing asset management/assessment software program like Roofer that you are expecting to be used by the consultant or are other roofing assessment software programs welcomed.? (2) Is the AEC/FM/GIS “road map” referenced in SOW item 9 to include integration/links to CMMS, FCA, and the Micro Roofer EMS products discussed in other SOW’s presented in the RFP?
- Answer: We began to phase out Micro Roofer because it is lacking continued product supports. Other roofing asset management system is welcomed. And yes to the second question.

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Item 1-18 Question: Per addendum 1, the five projects required by the Questionnaire should be more detailed, while the SF330 projects are more general. Per the addendum, are we to make our five SF330 projects more detailed in nature, or are you requesting 5 projects in the questionnaire and 10 projects in the SF 330? Can there be repetition in the projects, or should they all be unique?

Answer: List the projects in SF330 but show case 5 projects in more detail.

Item 2-19 Question: Addendum 1 states that subconsultant information is not required to be included in the submission. Can you please confirm that signed SF330 Part IIs for subconsultants are not needed?

Answer: SF330 Part II subconsultant information is not required for submission.

Item 2-20 Question: The RFP requires resumes and an organization chart. Do you want these in addition to the resumes and organization chart that will be included in the required SF330?

Answer: The resumes and org chart only need to appear in one place, but reference should be made as to where the information can be found.

Item 2-21 Question: Our firm has held a Task Order Contract with Montgomery College in the past. May we include task orders completed under that contract as separate projects or are we to submit the past contract as one project under which we list task orders?

Answer: You could but it is best to showcase projects in different flavors.

Item 2-22 Question: On page 26 of the RFP, it states we should use the attached forms of the RFP to submit additional pages. There are no additional pages provided by MC in the attachment.

Answer: Duplicate additional pages from the RFP to suite your needs.

Item 2-23 Question: Regarding question #15 on the qualification questionnaire, do you want business references as in clients or business references as in vendors?

Answer: Business references as in vendors.

Item 2-24 Question: Can you identify some project types that might be issued under this on call contract, in particular the MEP category?

Answer: Projects such as Mannakee Center for Training Excellence, Macklin Tower MBI Finance Lab that are currently open for construction services. Previous projects such as Germantown HT ADA elevator addition, Central Services Building Cooling Tower Replacement etc.

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Item 2-25 Question: Would you prefer to see projects that the offeror was the prime contractor/consultant on?

Answer: Prime project experiences will be preferred; however, we recognize that not all categories of consultants may have experiences as a prime. We will accept consultant experiences.

Item 2-26 Question: The projects that we have to show in the firm portfolio, does construction have to be complete or can design be complete?

Answer: Yes, they can.

Item 2-27 Question: The RFP reads as though any potential subcontractors to be used are going to be addressed if awarded and when a task order comes through? Right now, for the technical proposal submission, do we simply just confirm we will comply with the 15% MBE requirement for this contract as well as just services we may be subcontracting out or do we need to provide detailed/ specific companies for any work we plan on subcontracting out? (Reference in RFP – PART 9 – Subcontracting (pg. 00213-2). Please advise what you are looking for in specific to any subcontractors for the technical proposal and fee schedule form submission, if required at this time.

Answer: We do not need any sub-consultant information with this submission. Just confirm 15% MBE as a goal.

Item 2-28 Question: Will Building Envelope Commissioning be included for the Schedule G as a service under it?

Answer: Yes.

Item 2-29 Question: What is the dollar amount of work that was awarded to the consultants currently under contract for 1. Schedule D Geotechnical Engineering Consultant?

Answer: Information requested is not available.

Item 2-30 Question: For resumes, we understand we should provide resumes for our proposed manager and key staff. Are we limited to providing one resume per category on page 11-12?

Answer: No limit.



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Item 2-31 Question: Page 14, item 14.1 indicates “Task orders will normally be awarded on a rotating basis beginning with the highest ranked firm for each category, then will go to the next highest ranked firm in the rotation unless the College finds:..” As long as each firm meets the 4 factors in the bullets following that statement, does this mean task order 1 will go to highest ranked firm in the category, then task order 2 will go to 2<sup>nd</sup> highest ranked firm, and so on? Or does the highest ranked firm always get the opportunity to submit on all task orders, and if they don’t meet the four bullet factors then it goes to the next ranked firms?

Answer: The task order 1 will go to the highest ranked firm in the specific category, then task order 2 will go to the second highest ranked firm, and so on, unless the firm falls under one of the four factors listed in Part 14.1, on Page 002113-10.

Item 2-32 Question: We understand the annual contract limit for all categories combined is \$4M. If Montgomery College has a large project planned where design services would exceed \$4M, would that project be solicited through a separate RFP outside of the A/E Task Order Contract? Or broken up over multiple years so it would not exceed the \$4M limit?

Answer: Task Order projects are usually small and medium size projects and requires quick response time. A large project is usually solicited through a separate RFP outside of A/E Task Order contract.

Item 2-33 Question: Is there a limit to the size of each individual task order?

Answer: See above answer.

Item 2-34 Question: Page 002113-6 includes a subsection of 7.8.3.c. titled “Project Management Approach”, but we don’t see these items included on the Qualifications Questionnaire. Should we include our response to the items under Project Management Approach on the Qualification Questionnaire, in the SF330 Part I Section H, or in a separate section of the proposal?

Answer: Project Management Approach has been added as Item 20 in the Qualification Questionnaire. See Item 2-49.

Item 2-35 Question: Part 17.v.c. Section 004513-4 of the Qualifications Questionnaire asks for a list of projects completed by the assigned manager that includes projects completed within the past five (5) years, however the date range for the firm’s project examples in part 18 is within the past eight (8) years. Would the College increase the time limit for the manager’s list projects to eight (8) years to match?

Answer: Recent project experiences, within past 5 years, are what we are looking for.

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Item 2-36 Question: Do we need a sub-team or are they procuring out separately? If so, when a project comes up, do we need to close from the list of approved other scopes or are we able to select our own team?

Answer: See Item 1-8 in Addendum 1. Depending on task orders.

Item 2-37 Question: Hourly rates: can we provide an hourly rate range?

Answer: Please provide the hourly rates for the proposed personnel I assigned to the College task order projects in the Hourly Rate Fee Schedule Form in Section 004213B. Generic fee shall be quoted in the form. Please refer to Part 7.8.3.i. Hourly Rate Fee Schedule. Also See Item 2-46 to correct the typo of the part number referenced.

Item 2-38 Question: Please confirm in the Qualification Questionnaire, #19 if we are only required to include SF 330 Part II?

Answer: Please refer to Item 1-3 & Item 1-4 in Addendum No.1.

Item 2-39 Question: What qualifications are required from the subcontractors? Specifically, do they need to provide the items requested on Qualifications Questionnaire Question 17.v., 17.vi, Question 18, and Question 19 or for those questions is the intent for only the prime to submit those items?

Answer: Subcontractor information should not be included in the submission, because the qualification statement is for Prime only. Adding the sub-consultants to the submission may cloud the clarity of your firm's qualification and may cloud the judgement of the reviewer.

Item 2-40 Question: What SF330 Forms specifically are required? The addendum indicates Part I and Part II, are all of the forms in Part I and Part II required?

Answer: Fill out only relevant items on Part I, for non-pertinent items type in N/A. If the relevant information are provided elsewhere, just provide a reference pointing to where the information can be found in the submission.

Item 2-41 Question Is a Part II required for all our team members?

Answer: The answer is no. The term "team" referenced in the RFP should be interpreted as proposed staffs within the firm forming as a team to service the task order contract.

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- Item 2-42 Question: Is the definition of “manager” in section 002113 paragraph 7.8.3.c the same as “Project Manager” indicated in section 7.8.3.i?
- Answer: Yes. That is correct.
- Item 2-43 Question: Does the local office referenced in section 002113 paragraph 7.8.3.c need to be located in Maryland?
- Answer: Local office does not need to be located in Maryland.
- Item 2-44 Question: Would a project in northern Virginia qualify as a Washington DC/Baltimore metropolitan area project referenced in Section 002113 Paragraph 7.8.3.c?
- Answer: One example of the project should be located in Metropolitan Baltimore-Washington area. The purpose of this requirement is to make sure that the selected firm has ample experiences of local practices, code requirements and market conditions. Depending on the locality of the project, citing the project example in northern VA may not best demonstrate your firm's capability and may not help your firm to achieve the highest score possible by the Evaluation Committee.
- Item 2-45 Question: In order to meet a minimum 15% minority participation is information for specific subconsultants required to be included in the proposal response to this RFP or just an acknowledgement that the plan would be to include minority business subconsultants which would be selected at the time a task is awarded? Is the 15% minimum minority business participation applied on a task by task basis, or aggregated over the term of the contract?
- Answer: The 15% minority participation is a goal of the College. At this point, we are not looking for you to demonstrate how you plan to achieve this goal. However, we need your commitment to help College to achieve this goal when task order project is assigned.

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Item 2-46 Question: Schedule G: Building Commissioning Consultant, (1) Will this opportunity be executed with an annual contract? If yes, then how many annual contract renewals can a firm execute? What are the maximum annual fees? (2) What is the expected response time for as-needed services? (3) Is it typical for Montgomery College to pursue LEED certification for new construction buildings? (4) Has the COVID-19 epidemic impacted the RFP and/or Award Schedule(s)? If so, will a new schedule be issued?

Answer: (1) Please refer to Part 13 and Part 14 in Section 002113 on Page Nos: 002113-4 & 002113-5 of the RFP documents.

(2) The size and scope of the task order projects tend to be small to medium sized. They usually require fast response time. It is stated in Part 14.2 on Page 002113-10 that The Project Designer will, within a reasonable time, but not in excess of seven (7) calendar days, providing a written proposal to the College for approval prior to performing the work.

(3) Depending on the project size or funding source, LEED requirements may kick in. However, just want to point out, this RFP is not intended for construction of a new building.

(4) Please monitor College Procurement website for updated RFP schedule often as the situations may change in response to the COVID-19 development.

**Changes to the RFP (Request for Proposal) are as follows:**

Item 2-47 Delete 3<sup>rd</sup> paragraph of Section 004213B-2, and replace with as follows:

Generic Pricing Formulation per **Part 7.8.3.i.** in Section 002113.

Item 2-48 Delete Part 7.8.1 Technical Proposal in Section 002113 in its entirety, and replace with the following:

7.8.1 Technical Proposal

- Transmittal Letter
- Technical Proposal Form (Section 004213)
- Qualification Questionnaire (Section 004513) including All Required Attachments
- Other Relevant Information
- Minority Participation Form (Section 004539)
- Acknowledgement of Receipt of Addenda, if Applicable
- Extension to Mid-Atlantic Purchasing Team (Optional)
- Exceptions to the Contract General and Supplementary Terms and Conditions, if Applicable

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**ADDEDNUM #2**  
**ISSUED: APRIL 9, 2020**

Item 2-49 **Reissue** Section 004513 Qualification Questionnaire in its entirety.

**Index of Attachments to Addendum**  
Qualification Questionnaire (Reissued)



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**Patrick Johnson, MBA**  
Director of Procurement

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

**QUALIFICATION QUESTIONNAIRE**

*The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Information provided in this statement is for the express purpose of assisting Montgomery College in its assessment of the Offeror’s suitability for providing services as a General Contractor for the referenced project. Use separate pages attached to this form when needed.*

**SUBMITTED TO:** Office of Procurement  
**MONTGOMERY COLLEGE**  
9221 Corporate Blvd.  
Rockville, Maryland 20850

**SUBMITTED BY:**  
**NAME & TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON’S EMAIL:** \_\_\_\_\_

1. Please indicate type of business organization of the Offeror.

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

2. How many years has the firm been in business?

4. Has the firm ever operated under any other name?

- Yes       No

If yes, list name(s), address(es), and years in existence:

\_\_\_\_\_

\_\_\_\_\_

**5. If the firm is a corporation, answer the following:**

Date of incorporation:

State of incorporation:

President's name:

Vice President's name:

Current principle place of business:

**6. If individual or partnership, answer the following:**

Date of organization:

Names and addresses of all partners (state whether general or limited partnership):

Current principle place of business:

**7. If other than corporation or partnership, describe organization and name principals and current principle place of business:**

**8. List the disciplines of services that your origination normally performs with its own forces:**

**9. List Company's professional registrations, affiliations and memberships.**

**10. Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why:**

**11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?**

12. **Has any officer or partner of the firm ever been an officer or partner of another organization that failed? If so, state circumstances:**
13. **Has your organization ever been debarred from bidding on State Contracts by the Board of Public Works, or on any other Local, Municipal, County, State or Federal project?**
14. **Has your organization ever filed for bankruptcy, receivership or any other similar legal protection to protect it from default? (If the answer is yes, please attach details.)**
15. **Provide three (3) business references (contact name, firm name, address, email address and telephone number):**
16. **Provide a bank reference (contact name, firm name, address, email address and telephone number):**
17. **For Offeror, including any consultants', answer all of the following:**
- i. Firm's experience and capabilities. Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the specific category services required.
  - ii. Describe any prior and/ongoing specific local experience in the State of Maryland, Montgomery County, and local jurisdictions.



- iii. Provide a list of all high-institutions to which your firm has previously provided the equivalent service category.
  
- iv. What is the capacity of the firm to accomplish the specified scope of services in the required time? Provide your company's overall current workload, and anticipated work- load and assigning resources.
  
- v. Proposed project team's qualifications and recent experience.
  - a. Include a staffing plan, shown in the organization chart format, and the qualifications and experience of the staff you will assign to this account if your firm is selected for this contract. At a minimum, the submission shall include: name of designated manager, manager's department/unit/division, functional discipline, responsibilities and physical office address of all staff assigned to the account, as well as staff size and availability.
  
  - b. Resumes or descriptions of assigned manager and key staff for the service category, including, but not limited to, education, professional experience, certifications/licenses, length of time.
  
  - c. A list of projects completed by the assigned manager related to the category and in the same capacity within the past five (5) years, which are similar in the scope to the College needs. At least one (1) Project example must be within the Washington, D.C./Baltimore metropolitan area.
  
  - d. Project Manager's current workload and anticipated work load if awarded a contract for this need.

- vi. List quality control procedures to be used for this project to assure technical accuracy of reports, plans, specifications, and cost estimates.

**18 Relevant Project Experience**

Provide **five (5)** project examples completed within the past eight **(8)** years undertaken by the Offeror that can demonstrate Offeror's abilities to successfully execute projects in an educational institution setting similar to those listed in Scope of Services in this RFP. Include a minimum of **one (1)** project located within the Washington, D.C./Baltimore metropolitan area. The Offeror shall identify the name of the owner of the project, a knowledgeable point of contact, current email address, current telephone number, contract value of the Offeror's scope of services, project completion date, as well as the name of the Offeror's lead project manager and/or architect/engineer for the referenced project.

- 19. Proposal must include a GSA Standard Form 330 for Offeror's local office proposed to fulfill this Contract.**

**20. Project Management Approach**

Effectiveness of project communications, quality control, project documentation, and coordination with regulatory agencies having jurisdictions. Effectiveness of controlling project schedule, approach to construction administration and project commissioning, with particular emphasis on the flow of project information among College's team consultants.

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

\_\_\_\_\_  
**Signed**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP NO.: 620-003**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM**  
**ADDENDUM #1**  
**ISSUED: MARCH 30, 2020**

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THE PURPOSE OF THIS ADDENDUM IS TO PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

**NOTE: Similar requests for information that were received from different Contractors have been grouped under a single addendum item where appropriate, with a single comprehensive answer provided.**

**The following items offer clarifications that do not change any requirements of the RFP documents.**

Item 1-1 Question: We are looking at the Montgomery College's A/E Task Order Services for Three Campuses and Leased Facilities RFP and have a few questions:  
For Schedule E : Building Enclosure Consultant and Schedule I: Facilities Conditions Assessment Consultant, can you provide examples of any planned/typical projects, and/or examples of projects previously done under those categories so we can have a more clear idea of what would be required? For Schedule E and Schedule I, are those typically lead by a specific type of engineer or architect? If it's an engineer, please clarify what type of engineer leads those projects.

Answer: We are looking for specialist firms in those categories.  
For building envelope consultant, they will provide peer review during design process, they will be our 3rd party Cx agent during construction, they will also be retained to evaluate building envelope systems on existing building. They will troubleshoot any building envelope breaches and provide a repair solution... just to list a few scenarios.

For Facilities Conditions Assessment consultants, they typically will conduct facility conditions survey, perform life cycle cost analysis, and estimate probable costs for deferred maintenance, and assign priority for assets replacement. They will typically be asked to place the survey results and cost estimate in a database so information can easily be retrieved for project assignment or budget requests.

Item 1-2 Question: Are we permitted to prime in one schedule of services category and serve as a subconsultant on other categories?

Answer: It is the intention of this RFP to select single firms (up to three highest scored) for each service category. Sub-consultant information is not required to include in the proposal submission, but will be determined based on each task order project needs after the contract award. We also do not intend to have join venture firms or temporary partnership formed just for this solicitation.

Item 1-3 Question: Are both Parts I and II of the GSA 330 Form required?

Answer: Yes. Both Parts I and II of the GSA 330 Form are required.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP NO.: 620-003**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM**  
**ADDENDUM #1**  
**ISSUED: MARCH 30, 2020**

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- Item 1-4: Question: We are to complete a GSA SF330 as well as the Questionnaire. However, many of the questions in the Questionnaire mirror sections of the SF330 – is it appropriate for us to reference those sections as our answers, rather than repeat our material?
- Answer: Firms can refer duplicated Part I information to answers appeared in the Qualification Questionnaire if so choose. Cited have to be clear and easy to follow as each reviewer has limited time to review the submitted packages. Disorganized submission may hamper the scoring potentials.
- Item 1-5 Question: Can you tell me if MDOT is the correct certifying agency when selecting firms to fulfill the MBE goal?
- Answer: As the College does not have small business certification program in place, we accept all types of SBE certificates issued by the public agencies in Maryland, DC and northern Virginia, such as MDOT, locate counties and municipalities.
- Item 1-6 Question: We wanted to confirm that we would be eligible to be awarded more than one contract?
- Answer: Yes, it is possible.
- Item 1-7 Question: On page 002213-1, in paragraph 3.3, it states that “Offeror is encouraged to develop a plan that, at a minimum, will award 15% of the total contract value to subconsultants and/or vendors that are minority businesses”. As a large MEP engineering firm, this is a requirement we are very familiar with, however have seen that for task order services work, where future project scope is not totally defined, Universities will often satisfy this requirement by issuing contracts to a mix of MBE and non-MBE firms.
- Can you please confirm whether it is Montgomery College’s preference for us, as a non-MBE firm, to propose a subcontractor relationship, or rather what I have described above?
- Answer: It is the intent of this RFP to select single firms for each service category. The College is not seeking a joint ventured firm, or temporary partnership formed just for this solicitation. We also do not require any subconsultant information including minority subconsultant in the proposal submission.
- Offerors are encouraged to include their MBE participation goal in the RFP submission, and make a good faith effort to achieve its goal as practical as possible when task orders are assigned and team is to be formed, if awarded the contract.
- Item 1-8 Question: If selected for a contract under the discipline of Architecture, would we be bound to work with the selected consultants by the College

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP NO.: 620-003**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM**  
**ADDENDUM #1**  
**ISSUED: MARCH 30, 2020**

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held under the other IDIQ contracts (i.e. civil engineering, MEP engineering, etc.) on issued task orders, or would it be the College's intent that we select our own consultant teams?

Answer: Depending on the size and complicity of the project, the College **may** require the prime to work with other Task Order holders in various disciplines.

Item 1-9 Question: Regarding the Qualification Questionnaire, some of the fields do not allow a detailed response, would it be acceptable to attach additional pages to the form to allow for a more detailed response? If not, can we direct you to other places in the proposal where we included the info (ie Section F projects)?

Answer: It is acceptable to attach additional pages to the Qualification Questionnaire, or to reproduce the Qualifications Questionnaire in Microsoft Word or other editable format, so that answers could be inserted between the questions.

Item 1-10 Question: Can the college provide an anticipated number of task orders per service category it expects to issue during the first year of the new contract?

Answer: It is the intent of this RFP to established an contract for A/E services on as needed basis. We do have any anticipated number of task orders, nor guarantee of the number of task order contracts.

Item 1-11 Question: The solicitation requires the submission of five (5) project examples. Please confirm if a blanket purchase agreement, IDIQ, on-call, or task order contract qualifies as a project.

Answer: Five (5) project examples required in the RFP should include detailed discussions to highlight firm's capabilities to perform services for that service category. Please reference RFP document requirements.

Item 1-12 Question: I have a question related to insurance requirements. We are interested in pursuing several Categories outlined in the subject RFP, however, our limits of liability do not align with what the RFP is requesting. Is Montgomery College open to allowing us to perform services under the following policy limits, shown below?

The per claim requirement of \$2M is fine, but, since this RFP could involve dormitories, our Carrier will not provide a Client specific limit endorsement to get to the required \$5M aggregate (which is \$1M more than what our firm has). It would require us to change the limits for our entire practice. The RFP also requires the max. deductible to be \$50,000 where ours is currently \$100,000.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP NO.: 620-003**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM**  
**ADDENDUM #1**  
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Answer: Montgomery College does not have any dormitories. Our insurance requirements are mandatory requirements, and they are not negotiable.

Item 1-13 Question: Can you provide a list of the incumbents for each category?

Answer: See attached award list.

Item 1-14 Question: Section 002113-5, 7.8.3.c, a list of projects completed by the assigned manager related to the category and in the same capacity within the past five (5) years, which are similar in the scope to the College needs. At least one (1) Project example must be **within the Washington, D.C./Baltimore metropolitan area**. Please confirm that the reference to Washington, D.C. refers to the greater Washington, DC metropolitan area?

Answer: Yes. Confirmed.

Item 1-15 Question: We would like to ask if Montgomery College would consider accepting electronic versions of this submittal due to COVID-19 and the State of MD is on a Mandatory Lock-Down.

Answer: The RFP closing date and time has been extended. See Item 1-19.  
Due to heavy workload to assist remote teaching, learning and working, our IT Office is unable to take additional tasks at the moment. We will closely monitor COVID-19 situation and provide update if the a vendor proposal upload link could be set up at the Procurement Office website.

Item 1-16 Question: Will there be any preference points for local, county based firms like other surrounding counties have?

Answer: Given that the College currently does not have a MBE set-aside program in place, we are not authorized to award points based on minority vendor participation in bid opportunities.

Item 1-17 Question: Are we required to submit an entire team or send qualifications only of our team for the categories we choose to pursue? For e.g. for architectural services are we to show qualifications only for Architectural services or should we add other possible anticipated services under that task order - Structural, MEP etc.

Answer: Just for the qualifications for the prime tasks only. For example, if a multidisciplinary firm is interested in both service categories in architecture and landscape architecture, the firm shall submit qualifications in each of the two categories separately. We will review the competencies of architects and landscape architects separately in two distinctively different submissions.

Item 1-18 Question: The instructions request 5 project examples, but the SF330 typically consists of 10 projects.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**RFP NO.: 620-003**  
**ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES**  
**RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM**  
**ADDENDUM #1**  
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Are we limited to five or are we able to provide additional projects support the additional evaluation criteria?

Answer: SF330 project listings are general in nature, the five minimum projects that the College required should include more detailed discussions to highlight firm's capabilities.

**The following items offer clarification that do change the requirements of the RFP documents. PLEASE MAKE CHANGES TO THE RFP DOCUMENTS ACCORDINGLY:**

- Item 1-19 To extend the RFP closing date and time from 3:00 p.m. on April 15, 2020 to **3:00 p.m. on April 30, 2020.**
- Item 1-20 To provide Mid-Atlantic Purchasing Team Rider form missing in the RFP documents. See attached.
- Item 1-21 To delete Part 17.v.c, Section 004513-4 Qualification Questionnaire in its entirety and replace with the following:
- c. A list of projects completed by the assigned manager related to the category and in the same capacity within the past five (5) years, which are similar in the scope to the College needs. At least one (1) Project example must be within the Washington, D.C./Baltimore metropolitan area.

**Index of Attachments to Addendum**

Appendix A Mid-Atlantic Purchasing Team Rider Clause

Awardee List for RFP No. 614-003 Task Order A/E Design Services for Three Campuses & Leased Facilities  
(For Informational Purpose)



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**Patrick Johnson, MBA**  
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the **Technical Proposal submission**. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.



MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT

RFP NO.: 620-003

ARCHITECTURAL AND ENGINEERING TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES

RFP CLOSING DATE AND TIME: APRIL 30, 2020 @ 3:00 PM

ADDENDUM #1

ISSUED: MARCH 30, 2020

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**NOTE: ACKNOWLEDGEMENT OF RECEIPT OF RFP ADDENDA WILL NOT BE ACCEPTED BY FACSIMILE OR E-MAIL.**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Signature

## APPENDIX A

### MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE



#### **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

#### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
  - 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
  - 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting
  - 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
  - 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
  - 2.3 Contract obligations rest solely with the participating entities only;
  - 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region. A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:

[www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and  
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

## **RFP NO.: 614-003 AWARDEE LIST**

### **Category A – Civil Engineering Consultants**

A. Morton Thomas & Associates, Inc. (Rockville, MD)  
Adtek, Inc (Fairfax, VA) (MBE)  
Stantec (Laurel, MD)  
Whitman, Requardt & Associates, LLP (Baltimore, MD)

### **Category B – Architecture and Interior Design Consultants**

Cho Benn Holback + Associates (Baltimore, MD) (MBE)  
Clark-Nexsen (Washington, DC)  
Marshall Craft Associates (Baltimore, MD)  
Stantec (Laurel, MD)

### **Category C – Mechanical, Electrical & Plumbing Engineering Consultants**

Burdette, Koehler, Murphy & Associates (Baltimore, MD)  
Greenman-Pederson, Inc. (Rockville, MD)  
James Posey Associates (Baltimore, MD)  
Mueller Associates, Inc. (Baltimore, MD)

### **Category D – Geotechnical Engineering Consultants**

EBA Engineering, Inc. (Baltimore, MD) (MBE)  
Froehling & Robertson (Jessup, MD) (MBE)  
Geotech Engineers, Inc. (Beltsville, MD) (MBE)  
Schnabel Engineering (Rockville, MD)

### **Category E – Building Enclosure Consultants**

Gale Associates, Inc. (Towson, MD)  
Simpson Gumperz & Heger (Washington, DC)  
Wiss, Janney, Eistner Associates, Inc. (Fairfax, VA)

### **Category F – Landscape Architectural Consultants**

Core Studio Design (Baltimore, MD) (MBE)  
Floura Teeter Landscape Architects, Inc. (Baltimore, MD) (MBE)  
Hord, Coplan, Macht, Inc. (Baltimore, MD)  
Slater Associates, Inc. (Columbia, MD)

### **Category G – Building Commissioning Consultants**

Facility Dynamics Engineering (Columbia, MD)  
Horizon Engineering Associates, LLP (Hauppauge, NY)  
Leach Wallace Associates, Inc. (Elkridge, MD)  
Setty & Associates International, PLLC (Baltimore, MD) (MBE)

### **Category H – Roof Consultants**

Gale Associates, Inc. (Towson, MD)  
Simpson Gumpertz & Heger (Washington, DC)  
Wiss, Janney, Eistner Associates, Inc. (Fairfax, VA);



**REQUEST FOR PROPOSAL**

**RFP NO.: 620-003**

**A/E TASK ORDER SERVICES**

**FOR**

**THREE CAMPUSES AND LEASED FACILITIES**

**Issue Date: March 18, 2020  
Montgomery College  
Office of Facilities  
9221 Corporate Boulevard  
Rockville, Maryland 20850**

**TABLE OF CONTENTS**

**INTRODUCTORY INFORMATION**

000101	Project Title Page
000110	Table of Contents

**Div. 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

**PROPOSAL REQUIREMENTS**

001119	Invitation Letter of Request for Proposal
002113	Instructions to Offerors
002213	Supplementary Instructions to Offerors
002413	Required Submissions
004213A	Technical Proposal Form
004213B	Hourly Rate Fee Schedule
004513	Qualification Questionnaire
004539	Minority Participation Form
004540	No Proposal Response

**CONTRACTING REQUIREMENTS**

007200	Montgomery College General Conditions of the Contract
007300	Montgomery College Supplementary Conditions of the Contract

**SCHEDULE OF SERVICES**

List of Schedule of Services

Schedule A	Scope of Services for Civil Engineering
Schedule B	Scope of Services for Architectural Design Consultant
Schedule C	Scope of Services for Mechanical, Electrical & Plumbing Consultant
Schedule D	Scope of Services for Geotechnical Engineering Consultant
Schedule E	Scope of Services for Building Enclosure Consultant
Schedule F	Scope of Services for Landscape Architecture Consultant
Schedule G	Scope of Services for Building Commissioning Consultant
Schedule H	Scope of Services for Roof Consultant
Schedule I	Scope of Services for Facilities Conditions Assessment Consultant
Schedule J	Scope of Services for AEC/FM Software Integration Consultant
Schedule K	Scope of Services for Facilities Master Planning Consultant
Schedule L	Scope of Services for Commercial Building Energy Audits and Analysis

**END OF TABLE OF CONTENTS**



Procurement Office  
 Central Services Building  
 9221 Corporate Boulevard  
 Rockville, Maryland 20850  
 Phone: (240) 567-5292

# REQUEST FOR PROPOSAL

No **620-003**  
 Request for Proposals

DATE ENTERED	BID CLASS	PAGE	of
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## THIS IS NOT AN ORDER

**MONTGOMERY COLLEGE**

**REQUEST FOR PROPOSAL  
 RFP NO.: 620-003**

**A/E TASK ORDER SERVICES  
 FOR  
 THREE (3) CAMPUSES AND LEASED FACILITIES**

It is the intent of this Request for Proposals (RFP) to provide Montgomery College with multi-disciplinary architectural and engineering services on a task order basis for all College owned and leased facilities.

Complete **SEALED** proposals must be delivered and received by the **Montgomery College Procurement Office, Attention: Yu (Judy) Zhu, Purchasing Manager, 9221 Corporate Boulevard, Rockville, Maryland 20850** on or before the date and time defined below. The Offeror assumes full responsibility for the timely delivery of the proposals to the designated location. Proposals will not be accepted if sent by facsimile or electronic mail, or if received after the closing date and time.

**PROPOSALS WILL BE ACCEPTED UNTIL THE CLOSING TIME OF 3:00 PM LOCAL TIME ON APRIL 15, 2020.**

Proposals must remain valid for **one hundred and eighty (180) days** from the proposal closing date and prior to contract award. Upon contract award, prices must remain firm for the duration of the overall contract term.

All required submissions must accompany all requested items. Incomplete proposals may be deemed disqualified for further consideration and will not be reviewed.

RFP documents include Invitation Letter of Request for Proposal, Instructions to Offerors, Supplementary Instructions to Offerors, Required Submissions, Technical Proposal Form, Hourly Rate Fee Schedule Form, Information Available to Offerors, Qualification Questionnaire, Minority Participation Form, Procurement Office Questionnaire, Montgomery College General Conditions of the Contract, Montgomery College Supplementary Conditions of the Contract, and Schedule of Services, and all Addenda if any.

An electronic PDF version of RFP documents may be obtained by downloading the file from the Procurement website at <http://www.montgomerycollege.edu/procure/> on or after **March 18, 2020**, at no charge.

Request for clarifications from Offerors must be submitted in writing no later than **5:00 p.m. on March 31, 2020**. All procurement questions shall be directed, to Yu (Judy) Zhu, Purchasing Manager, Procurement Office, Montgomery College via email at [yu.zhu@montgomerycollege.edu](mailto:yu.zhu@montgomerycollege.edu). All technical questions shall be directed to Eric Koh, College Architect, Office of Facilities, Montgomery College, via email at [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu).

Only answers provided via a written addendum issued by the College will be binding.

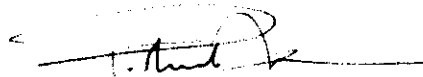
Proposals will be evaluated by a College Evaluation Committee based on the merits presented in any particular category or categories the Offeror wishes to be considered. Evaluation will be based on the substantiated ability of the Offeror to

perform the required design and engineering services described in the Request for Proposal documents, and the Offeror's responsiveness to the RFP documents. Award(s) will be made in the best interest of the College to up to three (3) highest scored responsive and responsible qualified Offeror(s), per category.

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

NO ALLOWANCES SHALL BE MADE TO THE SUCCESSFUL OFFEROR AT A LATER DATE FOR ADDITIONAL WORK REQUIRED BECAUSE OF CONTRACTOR'S FAILURE TO INSPECT THE PROJECT SITE.

**IMPORTANT: YOUR PROPOSAL WILL BE JEOPARDIZED IF ANY PORTION OF THIS INQUIRY IS NOT COMPLETE. NO PROPOSAL WILL BE ACCEPTED AFTER THE DATE AND TIME STATED ABOVE.**



---

Patrick L. Johnson, MBA  
Director of Procurement

**NOTE: Prospective Offerors who have received this document from a source other than the Procurement Office should immediately contact the Procurement Office and provide their name and e-mail address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Procurement Office may result in non-receipt of important information.**

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**INSTRUCTIONS TO OFFERORS**

**PART 1 - INTENT AND BACKGROUND**

**1.1 INTENT**

Montgomery College intends to award multiple, categorical contracts, to qualified architectural and engineering firms to provide services on an as-needed basis in the following architectural, engineering and related service categories, in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

Civil Engineering; Architectural Design; Mechanical, Electrical & Plumbing Engineering; Geotechnical Engineering; Building Enclosure; Landscape Architecture; Building Commissioning; Roof Consulting; Facilities Conditions Assessment; AEC/FM Software Integration; Facilities Master Planning; Commercial Building Energy Audits and Analysis.

Montgomery College will hereinafter be referred to as the “College” and “MC.” Respondents to the RFP will be referred to as “Offerors” or “Proposers.” The Offeror to whom the contract is awarded will be referred to as the “Contractor” or “Consultant.”

**1.2 BACKGROUND**

Established in 1946, Montgomery College is Maryland's second oldest community college. The College enrolls approximately 55,000 students a year, through credit and noncredit programs, at nonresidential campuses located in Germantown, Rockville, and Takoma Park/Silver Spring and at off-campus sites throughout Montgomery County. To support students’ academic and professional goals, the College employs more than 3,100 faculty, administrators, and staff.

The College has competitively solicited and contracted for the most of services identified in this solicitation on average five (5) years. In addition to these services, the College has an active contract for task order structural design, engineering and related services with multiple firms awarded under a separate RFP in May 2018, and the contract is currently under the first renewal year. These services typically supplement work performed by the College Office of Facilities.

**PART 2 - RFP AND AWARD SCHEDULE**

**2.1 RFP SCHEDULE**

It is the College’s intent to administer the RFP process for this project according to the schedule outlined below. The College reserves the right to alter the schedule as determined to be in the best interests of the College. It is the Offeror’s sole responsibility to ensure their proposal response accommodates this requirement.

3/18/2020	Solicitation Advertised on the eMaryland Marketplace Advantage and RFP Documents Available on the College Procurement Website
3/31/2020	Last Requests for Information Due
4/15/2020	Proposal Submission Due
4/15/2020-6/21/2020	Proposal Evaluation



6/22/2020 Recommendation for Contract Award to be approved by the College's Board of Trustees

## 2.2 AWARD SCHEDULE

It is the College's intent to seek approval of multiple, categorical awards by the College Board of Trustees for an initial contract term and the subsequent optional contract renewals at the **June 22, 2020 Board of Trustees'** meeting.

The College may require additional time to administer the contract award or other processes. To accommodate for this possibility, this offer must remain firm for one hundred eighty (180) days from proposal due date. Anticipated Contract Award date may be adjusted in concert with this provision.

## PART 3 - SITE EXAMINATION

3.1 No formal tours will be organized or scheduled by the College as part of this Request for Proposal.

## PART 4 - RFP DOCUMENTS

4.1 RFP documents include the Invitation Letter of RFP, Instructions to Offerors, Supplementary Instructions to Offerors, Required Submissions, Technical Proposal Form, Hourly Rate Fee Schedule Form, Qualification Questionnaire, and attachments thereto, Minority Participation Form, Procurement Office Questionnaire, Montgomery College General Conditions of the Contract, Montgomery College Supplementary Conditions of the Contract, Schedule of Services and all Addenda if any.

4.2 An electronic PDF of the complete RFP documents can be downloaded from the College Office of Procurement website at <http://www.montgomerycollege.edu/procure>.

4.3 The College is not responsible for content of and/or information obtained from sources not listed in the RFP. Only information obtained through the College's Procurement office, on its website or from sources listed in the RFP should be considered reliable. It is highly recommended that perspective Offerors obtain all information pertaining to this RFP from the College's Procurement website at <http://www.montgomerycollege.edu/procure/> and those sources referred to in the RFP document. It is the Offeror's sole responsibility to assure that accurate information has been used in preparation of the proposal response.

## PART 5 - INTERPRETATION OR CORRECTION OF RFP DOCUMENTS

5.1 The RFP documents should be examined carefully. Should any Offerors find conflicts, discrepancies, ambiguities, or omissions etc. in the solicitation documents, or be in doubt as to the meaning of any item(s), request for clarification (RFI) shall be directed to the following college representatives by e-mail no later than **5:00 p.m. on March 31, 2020**.

Procurement related RFI: Ms. Yu (Judy) Zhu, CPPO, C.P.M., Purchasing Manager  
Email: [Yu.zhu@montgomerycollege.edu](mailto:Yu.zhu@montgomerycollege.edu)

Technical related RFI: Mr. Eric Koh, College Architect  
Email: [eric.koh@montgomerycollege.edu](mailto:eric.koh@montgomerycollege.edu)

5.1 No oral interpretation of the meaning of the RFP documents will be made to any perspective Offeror, and oral responses or oral interpretations will not be binding in any way to modify or change any requirement in the RFP documents.

- 5.2 The College will review written questions and requests for clarification, if any, and any and all such interpretations and any supplemental instructions will be issued in the form of written Addenda to the RFP.
- 5.3 If any conflicts, discrepancies, ambiguities, or omissions etc. in or between the RFP documents, are not brought to the attention of the College before the RFP's closing date and time, the interpretation and intent of the RFP documents shall be as determined by the College at its sole discretion. In such an instance, the decision of the College shall be binding and no claims for extra costs will be entertained.

#### **PART 6 – ADDENDA**

- 6.1 The College will issue an addendum or addenda, if it becomes necessary. Only answers provided via an addendum issued by the Procurement Office will be binding. Any issued Addenda can be downloaded from the College's Procurement website at [www.montgomerycollege.edu/procure](http://www.montgomerycollege.edu/procure).
- 6.2 Notification regarding addenda posted at the above referenced website will be provided by e-mail, to all Offerors who are known by the College to have received a complete set of RFP documents by downloading the RFP from the College's Procurement website and who have provided an accurate current e-mail address. To ensure that an accurate notification attempt can be made, and is delivered to the appropriate contact person, the College requests the Offeror register one person's contact information when downloading the RFP documents. The College will make a good faith, one-time, attempt to e-mail the notification to that contact person, but cannot be held responsible for unsuccessful delivery in the event that an incorrect e-mail address is provided and/or technical difficulties are experienced in the transmission.
- 6.3 It is the Offeror's sole responsibility to download and ensure receipt of all Addenda. It is highly recommended that the Offeror check the College's website for all posted Addenda prior to submitting their proposals. Acknowledgement of the receipt of all addenda must accompany the Offeror's proposal. Failure of any Offeror to receive any such Addenda or interpretation shall not relieve the Offeror from any obligation or requirement provided for in the Addenda or issued interpretation.
- 6.4 All Addenda shall become integral part of the Request Proposal documents.

#### **PART 7 - PREPARATION AND SUBMITTAL OF PROPOSALS**

- 7.1 **Offerors may submit proposals for one or more categories of architectural and engineering related services specified in the Schedule of Services.** All proposals must be submitted to and received no later than **3:00 p.m. on April 15, 2020** by the College Office of Procurement, 9221 Corporate Boulevard, Rockville, Maryland 20850 to the attention of Yu (Judy) Zhu, CPPO, C.P.M., Purchasing Manager. Any proposal received after the time and date specified, or at a different location other than specified above, will not be opened or given any consideration.
- 7.2 **If an Offeror wishes to be considered for more than one categories from Schedule of Services, individual, separate and complete proposals in sealed envelope must be submitted for each category.**
- 7.3 When responding to each category from Schedule of Services, a submittal consisting of the Technical Proposal and the Hourly Rate Fee Schedule form, **in labeled separate envelopes**, is required. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, Category of Schedule of Services,

and the closing date and time. Envelopes must be also marked Technical Proposal or Hourly Rate Fee Schedule. **DO NOT** include Hourly Rate Fee Schedule form in the Technical Proposal.

Offerors must submit **one original hard copy of Technical Proposal submission with original ink signatures, plus one electronic version of complete Technical Proposal submission saved as a PDF on a clearly marked compact disc (CD) or a clearly marked USB flash drive with the name of the firm and the Schedule of Services.** The PDF must be a single, appropriately bookmarked and text-searchable PDF. **One original and one copy of Hourly Rate Fee Schedule for the Service Category in a separate envelope are also required.** Originals of technical proposal submission should be bound with binder clips or placed in three-ring binders and no spiral binding should be used. Copies may use any form of binding.

- 7.4 By submitting a Proposal in response to this RFP, Offeror agrees to all specifications, requirements, terms, and conditions set forth in this RFP, including the selection, evaluation, and award processes and further accepts the College's judgment and decision of award. Technical Proposals must describe how the Offeror intends to meet College requirements, what services will be furnished to meet those requirements, and what makes the Offeror qualified to meet those requirements. Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements, specifications, terms, and conditions set forth in this RFP while providing sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Emphasis should be on completeness, clarity of content, and responsiveness to requirements and specifications. Proposals should be typed single-spaced on one side of each numbered 8½" x 11" page.
- 7.5 Proposals shall be certified, signed, and dated by a bona fide agent of the Offeror and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Offeror's name and address, the RFP number, Schedule of Service Category Number and description, and the RFP closing date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.
- 7.6 The College will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal, professional fee negotiation and performing any other activities related in response to this solicitation.
- 7.7 In order to provide each firm an equal opportunity for consideration, adherence to a standard proposal format and using the following outline is required. The submittals shall be tailored to the particular service category the Offeror selects to respond, so its merits can be properly evaluated by the evaluation committee members. Failure to adherence the standard proposal format and outlines may render the proposal non-responsive and the offer may be ejected.
- 7.8 The proposal submittals must include the requested materials listed below.
- 7.8.1 Technical Proposal
- Transmittal Letter
  - Technical Proposal Form (Section 004213)
  - Qualification Questionnaire (Section 004513) including All Required Attachments
  - GSA Standard Form 330 for Offeror's Local Office
  - Other Relevant Information
  - Minority Participation Form (Section 004539)
  - Acknowledgement of Receipt of Addenda, if Applicable

- Extension to Mid-Atlantic Purchasing Team (Optional)
- Exceptions to the Contract General and Supplementary Terms and Conditions, if Applicable

#### 7.8.2 Hourly Rate Fee Schedule

- Hourly Rate Fee Schedule

#### 7.8.3 Guidelines for submission information

##### a. Transmittal Letter

The Transmittal Letter must be prepared on the Offeror's business letterhead. The letter must introduce the company and individual, and give a brief history of the proposing entity and the contact person responsible for the project. The letter shall indicate the Offeror's understanding of the College's requirements and demonstrate the Offeror's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Offeror for this RFP.

##### b. Technical Proposal Form (Section 004213)

Offerors must indicate the Category of Schedule of Services, and complete the TECHNICAL PROPOSAL FORM provided in Section 004213 and submit all required attachments.

##### c. Qualification Questionnaire (Section 004513) including all required attachments

Complete the Qualification Questionnaire and include all attachments to highlight the firm's and proposed professional staff's expertise and capabilities as required in each service category. Prior experience in the higher educational institutions are required. The following attachments shall be included:

- Firm Experience and Capabilities
  - Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principle place of business.
  - Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the specific category services required.
  - Describe any prior and/ongoing specific local experience in the State of Maryland, Montgomery County, and local jurisdictions.
  - Provide a list of all higher educational institutions to which your firm has previously provided the equivalent service category.
  - Company's professional registrations, affiliations and memberships.
  - Your company's overall current workload, and anticipated workload and assigning resources.
  - Other information required in the Qualification Questionnaire.
- Proposed Project Team Qualifications and Experience
 

Include a staffing plan, shown in the organization chart format, and the qualifications and experience of the staff you will assign to this account if your firm is selected for this contract. At a minimum, the submission shall include:

- Name of the designated manager(s).
- Designated manager’s department/unit/division, functional discipline, responsibilities and physical office address of all staff assigned to the account, as well as staff size and availability.
- Resumes or descriptions of assigned manager and key staff for the service category, including, but not limited to, education, professional experience, certifications/licenses and length of time.
- A list of projects completed by the assigned manager related to the category and in the same capacity within the past five (5) years, which are similar in the scope to the College needs. At least one (1) Project example must be within the Washington, D.C./Baltimore metropolitan area.
- Project Manager’s current workload and anticipated work load if awarded a contract for this need.

➤ Relevant Project Experiences for the service category (Project Portfolio)

Provide **five (5)** project examples completed within the past **eight (8)** years undertaken by the Offeror that can demonstrate Offeror’s abilities to successfully execute projects in an educational institution setting similar to those listed in Scope of Services in this RFP. Include a minimum of **one (1)** project located within the Washington, D.C./Baltimore metropolitan area. The Offeror shall identify the name of the owner of the project, a knowledgeable point of contact, current email address, current telephone number, contract value of the Offeror’s scope of services, project completion date, as well as the name of the Offeror’s lead project manager and/or architect/engineer for the referenced project.

Provide previous higher education project experience of the Offeror’s firm and its design staff on projects of a similar program type, size, and complexity; including demonstrated ability to work with faculty, administrators, and staff in the performance of the required scope of services in the service category.

➤ GSA Standard Form 330 for Offeror’s local office proposed to fulfill the contract.

➤ Project Management Approach  
Effectiveness of project communications, quality control, project documentation, and coordination with regulatory agencies having jurisdictions.

Effectiveness of controlling project schedule, approach to construction administration and project commissioning, with particular emphasis on the flow of project information among College’s team consultants.

d. Other Relevant Information

Provide any additional information Offeror wishes to call to the College's attention with respect your firm's qualifications and how it can add value to the project.

- e. Minority Participation Form (Section 004539)
- f. Acknowledge of Receipt of Addenda, if applicable  
All addenda issued to this RFP (if applicable), must be acknowledged by the Offeror. The acknowledgement of receipt of an addendum with the Offeror's signature must be included in the Technical Proposal submission. Failure to acknowledge an addendum may be cause to reject the proposal.
- g. Mid-Atlantic Purchasing Team Rider Clause (Optional)  
Offerors are highly encouraged to extend any subsequent contract to other members of the Mid-Atlantic Purchasing Team (MAPT).
- h. Exceptions to the Contract General and Supplementary Terms and Conditions, if applicable

Offeror must include any exceptions to the General and Supplementary Conditions of the Contract in the Technical Proposal to initiate further consideration by the College. Any exception submitted by the Offeror is considered by the College to be a request for information. The College makes no implicit or explicit statement as to any willingness to deviate from the General and Supplementary Conditions of the Contract included in the Request for Proposal documents.

Unless explicitly stated by the Offeror in the Proposal submission that an exception to the General and Supplementary Conditions of the Contract is a condition of the proposal, the College does not consider these exceptions provided by the Offeror to be the submission of a conditional proposal.

- i. Hourly Rate Fee Schedule  
It is the intent of the College to enter into a contractual agreement with up to three highest scored Offerors based on the service category and the requirements outlined within this RFP and the subsequent revision (if necessary), at a fixed fee rate for an open ended, as needed contract.

Provide a detailed fee schedule per Hourly Rate Fee Schedule Form in Section 004213B listing hourly rates inclusive of all profit, fees, travel expenses, costs and other personnel expenditures for the category of employee to be used to provide services. By submission of the Hourly Rate Fee Schedule form, it is deemed that Offeror accepts and agrees to provide the generic representative personnel in the categories provide below.

- Principal/Associate (Corporate Officer or Partner)  
This Principal/Associate will contribute about 5% of effort on individual projects.
- Project Manager  
The Project Manager must have greater than 10 years of experience, be a licensed professional if applicable to the proposing category, and will contribute about 20% of efforts on individual projects.

- **Senior Professional**  
A senior professional has greater than 5 years of experience and must possess a professional license in the related field. Personnel in this category will contribute about 25% of efforts on individual projects.
- **Junior Professional**  
A junior professional has less than 5 years of experience, may or may not be licensed in the field, and will contribute 20% of effort on individual projects.
- **Technician**  
This category of personnel includes staff such as construction inspector, field technician, survey technician, draftsman, CADD operator and GIS specialist. Personnel in this category will contribute about 30% of effort on individual project.

Reimbursable expenses, such as express courier rates, equipment rental fees, duplication of plans and drawings, etc. will be provided at cost, with no additional mark-up or cost plus fees. Long distance travel related expenses, such as airfare, mileage, lodging, per-diem etc. must be approved by the College in advance.

At no time, shall costs associated with subcontractor be marked up or provided for cost plus fees, nor shall any subcontractor be allowed to provide any form of compensation to a Contractor being selected or recommended for work associated with this RFP.

#### **PART 8 - DELAYED OPENING**

- 8.1 No proposal will be accepted after the stated date and time. In the event the College is closed on the RFP closing date due to an unforeseen circumstance, the RFP will be closed at the stated time on the next open business day, unless the Contractor is notified otherwise.

#### **PART 9 - ERRORS IN PROPOSALS**

- 9.1 The College assumes that Offerors are fully informed regarding conditions and requirements of the project site and the proposal documents prior to submitting proposals. Offerors are responsible for seeking proper information and making the necessary investigations. Failure to do so is at the Offeror's sole risk.

#### **PART 10 - WITHDRAWAL OF PROPOSALS**

- 10.1 Offeror may not withdraw or modify the Hourly Rate Fee Schedule for one hundred and eighty (180) calendar days after the RFP closing date and time.
- 10.2 The College may require additional time to administer College, County and/or State contract award or other regulatory processes. To accommodate for this possibility, offer must remain firm for one hundred eighty (180) days from the RFP due date. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision. It is the Offeror's sole responsibility to ensure that their proposal response accommodates this requirement.

**PART 11- EVALUATION OF PROPOSALS**

- 11.1 The College Evaluation Committee will evaluate all proposals based on the criteria and weighting provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror’s responsiveness to the RFP requirements for each service category.
  
- 11.2 The Committee members will individually and independently review all complete responsive proposals, and complete a proposal evaluation matrix for each submission, based on the following criteria and weighting.
  - Relevant Qualifications and Capabilities of the firm 25%
  - Qualifications and Experience of the Proposed Staff to the College Projects 25%
  - Relevant Project Experience (Project Portfolios) 25%
  - Project Management Approach 25%
  
- 11.3 Offerors’ final scores will be determined by averaging all evaluators’ scores, and arranged in a descending order for each category of services.
  
- 11.4 Award recommendation will be made in aggregate, to up to three highest scored, most responsive, and responsible Offeror(s) per each category who meet all RFP terms, conditions, and specifications of this solicitation. The College reserves the right to negotiate the hourly rate fees with the highest ranked Offerors, if it is determined to be in the best interest of the College to do so. The College also reserves the right to make the award in whole, or in part of the services categories listed herein.

**PART 12 – COLLEGE’S RIGHTS**

- 12.1 The College reserves the following rights to be exercised at the College’s sole discretion:
  - A. To make such investigation as deemed necessary to determine the qualifications of the Offeror and to determine the ability of the Offeror to perform the work. The Offeror shall furnish to the College all such information and data as the College may request. The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the College that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
  
  - B. Conditional proposals will not be accepted.
  
  - C. To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the RFP.
  
  - D. To consider informal, any proposal not prepared or submitted in accordance with the provisions hereof. The College may at its sole discretion waive any informality. A waiver of any provision of the Proposal Documents shall not constitute a waiver of any subsequent breach.
  
  - E. To defer award of the contract for a period of up to one hundred and eighty (180) calendar days after receipt of the proposals. Anticipated Contract Award date, Notice to Proceed date and project scheduling expectations may be adjusted in concert with this provision.
  
  - F. If no award or other disposition is made, the expiration of the one hundred and eighty (180) calendar days will constitute rejection of all hourly rate fee schedule without any further action by the College.



- 12.2 The award will be made subject to the availability of public funds and only if it is in the best interest of the College to award the project. The College reserves the above rights to be exercised at the College's sole discretion.

**PART 13 - AWARD CONSIDERATIONS**

- 13.1 At the College's sole discretion, up to three highest scored Offerors per each category will be selected by the College as Project Designer(s) and placed upon a Design Consultants Service List. Project Designer(s) on the Design Consultants Services List will be contacted by the College when design services as defined by the Scope of Services of the Request for Proposal Documents are required for specific tasks. At the College's sole discretion, the College will seek, on a task order basis, a negotiated or competitive fee proposals from one (1) or more Project Designer(s) for work as defined in the Scope of Services of the Request for Proposal documents. If the proposed fee does not exceed the fund limit for the task and it is in the best interest of the College to accept the offer, a purchase order may at that point be issued to the Project Designer for the specific task.
- 13.2 Offerors selected by the College to be placed on the Design Consultants Services List will be appointed as Project Designer by the College for an initial term of one (1) year starting from the date of contract award. The College reserves the right to annually re-appoint any and/or all of the Project Designer(s), based upon acceptable work practices, for up to four (4) more yearly terms. During the initial term, the aggregated design fees for all service categories will be limited to a maximum of \$4,000,000. The same maximum limit will apply to subsequent annual re-appointments.
- 13.3 The Offerors will remain on the Design Consultants Services List for the initial one-year term and subsequent period of four (4) years unless they request to be removed or the College determines that their performance has not been satisfactory and funding is unavailable. The College reserves the right to select any Offerors from the list based upon the nature of the task and the Offerors capabilities.
- 13.5 Upon award, any contract or subsequent Project Task Order is subject to cancellation, without penalty either in whole or in part.
- 13.6 The College reserves the right of immediate cancellation of any contact or subsequent Project Task Order due to non-performance.

**PART 14 – METHOD OF ASSIGNMENT**

- 14.1 Task orders will normally be awarded on a rotating basis beginning with the highest ranked firm for each category, then will go to the next highest ranked firm in the rotation unless the College finds:
- The firm is unable to perform the assignment;
  - The hours or fees proposed by the firm for services cannot successfully negotiated to an amount the College considers fair and reasonable;
  - Another firm has special experience or qualifications, including geographic proximity to the project site for the services, that make it in the best interest of the College;
  - Assignment to another firm would tend to balance to a greater extent, among firms on the indefinite quantity contract list being used, the fees paid or payable for work assignments previously issued.
- 14.2 When the need for services arise, the College will provide in writing an outline of the required services for a proposed Task Order to be assigned to the Project Designer. The Project Designer will, within a reasonable time, but not in excess of seven (7) calendar days, provide a written proposal to

the College for approval prior to performing work under this RFP. The written proposal shall contain the following:

- Description of the work to be performed
- Number of hours by subtasks
- Proposed time for completion
- Personnel to be employed on the task
- Detailed derivation of the proposed price  
The price shall be based upon fixed fee or “not-to-exceed” cost plus any request for reimbursable expenses. If “not-to-exceed” cost is used,

14.3 Upon agreement of a fixed fee or "not-to-exceed" cost, the scope of services required and the time for completion of the project, the parties will execute a Task Order. If a fixed fee is negotiated, the Project Designer shall be paid the negotiated amount irrespective of the number of hours required to complete the Task. If a "not-to-exceed" amount is negotiated, the Project Designer will be compensated for actual hours worked, not to exceed the negotiated amount of the approved Task. For any given Task Order, the College reserves the right to enter into either form of compensation agreement.

14.4 A purchase order will be issued by the College Office of Procurement to the Project Designer for approved Task Order. The Project Designer shall not start any services prior to issuance of the purchase order.

14.5 The College reserves the right of immediate cancellation of any contact or subsequent Project Task Order due to non-performance.

**PART 15 – CONTRACT EXCLUSION AND AFFIRMATION**

15.1 By submitting the proposal, the Offeror hereby certifies the following:

- The successful Offeror shall not engage in provide consulting or other services to any private party associated with the Project Task Order during the term of the contract, to avoid the appearance of any conflict of interest that may arise.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any College employee or his/her family members and relatives, in connection with submitted proposal.
- The firm, corporation, partnership or institution represented by the Offeror, or anyone acting for firm, corporation or institution has neither violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Offeror has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
- The Offeror shall neither request, nor receive any economic opportunity to propose, promote, or recommend any private party’s materials, equipment or services for the College Task Order Projects.

**PART 16- PUBLIC INFORMATION REQUEST**

- 16.1 As a public entity, the College is subject to the disclosure requirements in the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Information that is deemed to be confidential commercial or financial information, as defined by the Maryland Public Information Act may be exempted from disclosure. Offerors must clearly identify each part of the Offer that it believes contains confidential commercial or financial information by stamping the top right-hand corner of each pertinent page with large red bold letters stating the words “confidential” or “proprietary”.

Offeror agrees that upon request from the College, it will provide justification as to why any material, in whole or in part, should be considered confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to a request under the Maryland Public Information Act. The College, by law must apply the MPIA requirements for public information disclosure deemed proprietary and/or confidential; therefore, even the information marked as such by the Offeror may still require public disclosure.

**PART 17 – NON-DISCLOSURE**

- 17.1 The Contactor and Montgomery College acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the College unless required by law.

**PART 18 – NON-EXCLUSIVE CONTRACTS**

- 18.1 The College does not represent, warrant, covenant or guarantee that Contractors will receive a Project Task Order. The College reserves the right, at its sole discretion, to issue separate Request for Proposals for work and other projects that are similar or identical to the scope of services within any category. The College also reserves the right to issue Project Task Orders, and to expand or otherwise modify existing Project Task Orders, to other open-ended Contractor based on its sole discretion, in consideration of its knowledge and/or evaluation of each Contractor’s qualifications, expertise, capabilities, performance record, currently availability to perform, location and/or distance to the project.

**PART 19 - REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND**

- 19.1 Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**END OF INSTRUCTIONS TO OFFERORS**

**SUPPLEMENTARY INSTRUCTIONS TO OFFERORS****PART 1 – PRELIMINARY PROJECT SCHEDULE (NOT USED)****PART 2 – PREVAILING WAGES (NOT USED)****PART 3 –MINORITY PARTICIPATION**

- 3.1. Pursuant to Board Resolutions #87-82 and #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College functions. 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(s) of socially or economically disadvantaged minority group, which includes: African American, American Indian/Native American, Asian, Hispanic, women, and physically or mentally disabled.
- 3.2. The Offeror must submit an updated College's Minority Participation Form and include in the RFP submission.
- 3.3. If the Offeror is not a minority business entity, the Offeror is encouraged to develop a plan that, at a minimum, will award 15% of the total contract value to subconsultants and/or vendors that are minority businesses.

**PART 4 –BONDS (NOT USED)****PART 5 –INSURANCE**

- 5.1. Prior to start of any work, the successful Contractor must provide sufficient evidence of insurance showing adequate coverage as defined in the Request of Proposal documents.

**PART 6 – FORM OF CONTRACT**

- 6.1. The Contractor **must include** any exceptions to the General and Supplementary Conditions of the Contract in the RFP technical submission to initiate further consideration by the College. An exception to the General and Supplementary Conditions of this RFP by the Offeror is considered by the College to be a request for information.
- 6.2. The College makes no implicit or explicit statement as to any willingness to deviate from the General and Supplementary Conditions of the Contract included in the Request for Proposal documents.
- 6.3. Unless explicitly stated by the Offeror in the Proposal submission that an exception to the General and Supplementary Conditions of the Contract is a condition of the proposal, the College does not consider exceptions to the General and Supplementary Conditions of the Contract provided by the Contractor to be the submission of a conditional proposal.

**PART 7 – ESTIMATES (SEE SECTION 1 – METHOD OF ASSIGNMENT)**

**PART 8 - JOINT OFFERORS**

- 8.1 Where two or more Offerors desire to submit a single submission in response to this RFP, they shall do so on a prime-sub- basis rather than as a joint venture or informal team. The College intends to contract with a single firm and not with multiple firms doing business as a joint venture.

**PART 9 - SUBCONTRACTING**

- 9.1 When project condition requires expertise outside of the successful Offeror's discipline, Sub-consultants may be allowed with written approval and authorization by the College prior to start of any task order projects. The Offeror is required to include in its fee proposal, the name of the proposed Sub-consultant(s) and the scope of services and fee break downs to which the Sub-consultant(s) is (are) proposed to perform.
- 9.2 At no time, shall costs associated with subcontractor be marked up or provided for cost plus fees, nor shall any subcontractor be allowed to provide any form of compensation to a Contractor being selected or recommended for work associated with this RFP.
- 9.3 The College reserves the right to reject any subcontractor.

**END OF SUPPLEMENTARY INSTRUCTIONS TO OFFERORS**

**REQUIRED SUBMISSIONS**

**TO: PROSPECTIVE OFFERORS**  
**FROM: PROCUREMENT OFFICE**  
**MONTGOMERY COLLEGE**

Proposals, **one original hard copy of Technical Proposal submission with original ink signatures, plus one electronic version of complete Technical Proposal submission saved as a PDF on a clearly marked compact disc (CD) or a clearly marked USB flash drive with the name of the firm and service category, and one original and one copy of the Hourly Rate Fee Schedule Form, per each service category,** shall be submitted on the enclosed Proposal Forms, properly signed with the required attachments, if any, in the separately sealed envelopes and address to:

**Office of Procurement  
Montgomery College  
9221 Corporate Boulevard  
Rockville, MD 20850**

Any size envelope may be used. However, all envelopes must be marked with the Offeror's name and address, RFP number and description for which the proposals are submitted, as well as date and time of receipt of proposals in the College's Procurement Office.

**PART 1 – ITEMS REQUIRED FOR TECHNICAL PROPOSAL SUBMISSIONS**

- 1.1 Transmittal Letter
- 1.2 Technical Proposal Form (Section 004213)
- 1.3 Qualification Questionnaire (Section 004513) including all required attachments as specified in Part 7.8.3.d of Section 002113, Instructions to Offerors, including:
  - Offeror's Firm Experience and Capabilities
  - Proposed Project Team Qualifications and Experience
  - Relevant Project Experiences for the Service Category (Project Portfolio)
  - GSA Standard Form 330 for Offeror's Local Office
  - Project Management Approach
- 1.5 Other Relevant Information
- 1.6 Minority Participation Form (Section 004539)
- 1.7 Acknowledgement of Receipt of Addenda, if applicable
- 1.8 Extension to Mid-Atlantic Purchasing Team (Optional)
- 1.9 Exceptions to the Contract General and Supplementary Terms and Conditions, if applicable

**PART 2 – ITEMS REQUIRED FOR HOURLY RATE FEE SCHEDULE**

- 2.1 Hourly Rate Fee Schedule Form

**END OF REQUIRED SUBMISSIONS**

**TECHNICAL PROPOSAL FORM**

**To:** Montgomery College

**Re: RFP No.: 620-003**  
**Architectural and Engineering Task Order Services for Three Campuses and Leased Facilities**

**Attn.:** Procurement Office  
Montgomery College  
9221 Corporate Boulevard  
Rockville, Maryland 20850

**From:** \_\_\_\_\_  
**(Provide Your Company's Name)**

**Service Category: (Check one applicable service category)**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Civil Engineering                   | <input type="checkbox"/> Architectural Services               | <input type="checkbox"/> M/E/P Services   |
| <input type="checkbox"/> Geotechnical Services               | <input type="checkbox"/> Building Enclosure                   | <input type="checkbox"/> Landscape Architectural                                    |
| <input type="checkbox"/> Building Commissioning              | <input type="checkbox"/> Roof Consultant Services             | <input type="checkbox"/> Facilities Conditions Assessment                           |
| <input type="checkbox"/> Facilities Master Planning Services | <input type="checkbox"/> AEC Software Integration Consultants | <input type="checkbox"/> Commercial Building Energy Audits and Analysis Consultants |

**The above named Offeror is a \_\_\_\_\_(Type of business organization) organized and existing under the laws of the State of doing business as:**

\_\_\_\_\_  
**(Insert name of partnership, corporation, joint venture or individual as applicable)**

**PART 1 - Offeror must submit one original hard copy of Technical Proposal submission with original ink signatures, plus one electronic version of Technical Proposal submission saved as a PDF on a clearly marked compact disc (CD) or a clearly marked USB flash drive with the name of the firm and service category (See Section 002413 - Required Submissions for guidance).**

**PART 2 - Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions required by this RFP document will make the proposal non-responsive and be grounds for rejection of the entire proposal. **Conditional proposals will not be accepted.****

**PART 3** - Offeror acknowledges receipt of the following Addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

**PART 4** - The Offeror proposes to provide all of the necessary labor, materials, equipment, and insurance for the Architectural & Engineering Task Order Services as specified in the Request for Proposal documents. It is understood that Montgomery College (hereinafter referred to as College) will be the sole judge as to the acceptance of the proposals and award of the contract. All task order services shall be done in accordance with the terms of this Request for Proposal documents. The Offeror is reasonably expected, given the existing conditions and required services, to respond to the task order service requests expeditiously without delay.

**PART 5** - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

**PART 6** - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

**PART 7 - SIGNATURES:**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)



**By:** \_\_\_\_\_ **Authorized Agent & Title (Print)**  
**SEAL IF A CORPORATION**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(F.E.I.N.)**

\_\_\_\_\_  
**(Professional Registration Number)**

\_\_\_\_\_  
**(Contact E-mail Address)**

**BE SURE TO SIGN YOUR PROPOSAL**

**HOURLY RATE FEE SCHEDULE FORM**

**To:** Montgomery College

**Re: RFP No.: 620-003**  
**Architectural and Engineering Task Order Services for Three Campuses and Leased Facilities**

**Attn.:** Procurement Office  
Montgomery College  
9221 Corporate Boulevard  
Rockville, Maryland 20850

**From:** \_\_\_\_\_  
**(Provide Your Company's Name)**

**Service Category: (Check one service category if applicable)**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Civil Engineering                   | <input type="checkbox"/> Architectural Services               | <input type="checkbox"/> M/E/P Services   |
| <input type="checkbox"/> Geotechnical Services               | <input type="checkbox"/> Building Enclosure                   | <input type="checkbox"/> Landscape Architectural                                    |
| <input type="checkbox"/> Building Commissioning              | <input type="checkbox"/> Roof Consultant Services             | <input type="checkbox"/> Facilities Conditions Assessment                           |
| <input type="checkbox"/> Facilities Master Planning Services | <input type="checkbox"/> AEC Software Integration Consultants | <input type="checkbox"/> Commercial Building Energy Audits and Analysis Consultants |

**PART 1 - Offeror must submit one original plus one copy, each marked “original” or “copy” accordingly, of the Hourly Rate Fee Schedule Form and all attachments, per each category.**

**PART 2 - Please read the questions, note what is requested, then provide appropriate responses. Failure to answer any of the applicable questions contained in this section will make the proposal non-responsive and grounds for rejection of the entire proposal. **Conditional proposals will not be accepted.****

**PART 3 - Contractor acknowledges receipt of the following addenda:**

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

**PART 4** - The Offeror agrees to perform all work as set forth in the RFP documents, and in accordance with the terms and conditions at the prices quoted on this form.

**Generic Pricing Formulation per Part 7.8.3.j in Section 002113:**

Item	Description	Hourly Rate
1	Principal/Associate (Corporate Officer or Partner)	
2	Project Manager (> 10 years' experience)	
3	Senior Professional (> 5 years' experience)	
4	Junior Professional (≤ 5 years' experience)	
5	Technician	

Note 1: No other titles or rates are to be proposed, or will be considered. Failure to provide pricing in the format listed above may be deemed non-responsive of a Price Proposal, as determined by the College.

Note 2: Hourly rates shall be inclusive of all costs associated to provide the services, including but not limited to labor, materials, equipment, overhead, fringe benefits, insurance and profit etc., and will be used as a basis to establish a fixed basis lump sum price or “not-to-exceed” price. Any reimbursable expenses allowed in the contract and approved by the College, will be reimbursed by the College at cost, with no additional mark-up or cost plus fees. The College reserves the right to require Contractors to attach receipt to invoices.

**PART 5** - The undersigned acknowledges the right of the College in its sole discretion to accept any Proposal or to reject any or all Proposals.

**PART 6** – Upon contract award, the undersigned agrees to hold prices firm for the duration of the overall contract term.

**PART 7** - The undersigned further certifies under the penalties of perjury that this proposal is in every respect bona-fide, fair and made without collusion or fraud with another person, joint venture, corporation, partnership or other business or legal entity.

**PART 8 - SIGNATURES:**

\_\_\_\_\_ (Date) \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Facsimile Number)

**By:**

**SEAL IF A CORPORATION**

\_\_\_\_\_ **Authorized Agent & Title (Print)**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **(Federal Employer Identification Number)**

\_\_\_\_\_ **(Contractor License Number)**

\_\_\_\_\_ **(Contact Email Address)**

**BE SURE YOU SIGN YOUR PROPOSAL**

**QUALIFICATION QUESTIONNAIRE**

*The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Information provided in this statement is for the express purpose of assisting Montgomery College in its assessment of the Offeror’s suitability for providing services as a General Contractor for the referenced project. Use separate pages attached to this form when needed.*

**SUBMITTED TO:** Office of Procurement  
**MONTGOMERY COLLEGE**  
 9221 Corporate Blvd.  
 Rockville, Maryland 20850

**SUBMITTED BY:**  
**NAME & TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**CONTACT PERSON’S EMAIL:** \_\_\_\_\_

1. Please indicate type of business organization of the Offeror.

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

2. How many years has the firm been in business?

4. Has the firm ever operated under any other name?

- Yes       No

If yes, list name(s), address(es), and years in existence:

\_\_\_\_\_

\_\_\_\_\_

**5. If the firm is a corporation, answer the following:**

Date of incorporation:

State of incorporation:

President's name:

Vice President's name:

Current principle place of business:

**6. If individual or partnership, answer the following:**

Date of organization:

Names and addresses of all partners (state whether general or limited partnership):

Current principle place of business:

**7. If other than corporation or partnership, describe organization and name principals and current principle place of business:**

**8. List the disciplines of services that your origination normally performs with its own forces:**

**9. List Company's professional registrations, affiliations and memberships.**

**10. Has the firm ever failed to complete any work that had been awarded to it? If so, state when, where and why:**

**11. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?**

12. **Has any officer or partner of the firm ever been an officer or partner of another organization that failed? If so, state circumstances:**
13. **Has your organization ever been debarred from bidding on State Contracts by the Board of Public Works, or on any other Local, Municipal, County, State or Federal project?**
14. **Has your organization ever filed for bankruptcy, receivership or any other similar legal protection to protect it from default? (If the answer is yes, please attach details.)**
15. **Provide three (3) business references (contact name, firm name, address, email address and telephone number):**
16. **Provide a bank reference (contact name, firm name, address, email address and telephone number):**
17. **For Offeror, including any consultants', answer all of the following:**
- i. Firm's experience and capabilities. Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the specific category services required.
  - ii. Describe any prior and/ongoing specific local experience in the State of Maryland, Montgomery County, and local jurisdictions.

- iii. Provide a list of all high-institutions to which your firm has previously provided the equivalent service category.
  
- iv. What is the capacity of the firm to accomplish the specified scope of services in the required time? Provide your company's overall current workload, and anticipated work- load and assigning resources.
  
- v. Proposed project team's qualifications and recent experience.
  - a. Include a staffing plan, shown in the organization chart format, and the qualifications and experience of the staff you will assign to this account if your firm is selected for this contract. At a minimum, the submission shall include: name of designated manager, manager's department/unit/division, functional discipline, responsibilities and physical office address of all staff assigned to the account, as well as staff size and availability.
  
  - b. Resumes or descriptions of assigned manager and key staff for the service category, including, but not limited to, education, professional experience, certifications/licenses, length of time.
  
  - c. 3 Portfolios for the manager for the service category to include the completed projects related to the category with the past 5 years, which are similar in the scope to the College needs. At least one project example must be within the Washington, D.C./Baltimore metropolitan area.
  
  - d. Project Manager's current workload and anticipated work load if awarded a contract for this need.



- vi. List quality control procedures to be used for this project to assure technical accuracy of reports, plans, specifications, and cost estimates.

**18 Relevant Project Experience**

Provide **five (5)** project examples completed within the past eight **(8)** years undertaken by the Offeror that can demonstrate Offeror’s abilities to successfully execute projects in an educational institution setting similar to those listed in Scope of Services in this RFP. Include a minimum of **one (1)** project located within the Washington, D.C./Baltimore metropolitan area. The Offeror shall identify the name of the owner of the project, a knowledgeable point of contact, current email address, current telephone number, contract value of the Offeror’s scope of services, project completion date, as well as the name of the Offeror’s lead project manager and/or architect/engineer for the referenced project.

- 19. **Proposal must include a GSA Standard Form 330 for Offeror’s local office proposed to fulfill this Contract.**

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

\_\_\_\_\_  
**Signed**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**MINORITY PARTICIPATION FORM**

**OFFERORS SHALL COMPLETE THE FOLLOWING:**

**I HEREBY REPRESENT THAT OUR/MY FIRM IS \_\_\_\_\_  
IS NOT \_\_\_\_\_**

**A MINORITY BUSINESS FIRM AS INDICATED BELOW (circle one):**

**African American (not Hispanic) \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_  
American Indian/Native American \_\_\_\_\_ Disabled \_\_\_\_\_ Female \_\_\_\_\_**

**INDICATE EXPECTED MINORITY PARTICIPATION FROM SELF-PERFORMED WORK,  
AND/ OR WORK PERFORMED BY SUBCONTRACTORS AND/OR VENDORS AS A  
PERCENTAGE OF TOTAL CONTRACT PRICE:**

**Minority Participation Expectation: \_\_\_\_\_ % of Base Price Total**

**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**

**NO PROPOSAL RESPONSE**

RFP Number: 620-003

RFP Title: A/E TASK ORDER SERVICES FOR THREE CAMPUSES AND LEASED FACILITIES

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

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

***Please return the form to:***

Montgomery College  
Procurement Office  
9221 Corporate Boulevard  
Rockville, Maryland 20850

**MONTGOMERY COLLEGE**  
**GENERAL CONDITIONS OF THE CONTRACT**

Proposals are requested for providing Montgomery College with Architectural and Engineering Design and related services on a task order basis in accordance with this agreement and any special terms and conditions and specifications contained therein. Proposals are requested from firms offering any of the listed services. The award of Contract of the Task Order will be determined by the College in accordance with the Evaluation Criteria as outlined in the Request for Proposal Documents.

The College and the Offeror agree as follows:

**1. QUALIFICATIONS OF THE OFFEROR**

The Offeror hereby assures the College that the Offeror is qualified, either directly or through its consultant(s), and properly licensed to perform the services required by this Agreement in accordance with the professional standard of care set forth in this Agreement and according to all applicable laws, orders, rules and regulations and the College's program. The Offeror further assures the College that the Offeror is free from any financial interests which may conflict with the proper performance of this Agreement.

**2. OFFEROR'S STANDARD OF CARE**

**2.1** Notwithstanding anything to the contrary contained in this Agreement, the Offeror agrees and acknowledges that the College is entering into this Agreement in reliance on Offeror's professional abilities with respect to performing the Offeror's services, duties, and obligations under this Agreement. Although this Agreement does not create a fiduciary relationship between the parties, the Offeror accepts a relationship of trust and confidence established between the Offeror and College by this Agreement. The Offeror covenants with the College to use the Offeror's professional efforts, skill, judgment, and abilities in performing the Offeror's services. The Offeror covenants to perform the Offeror's services in accordance with the following standard of care (hereinafter, the "Standard of Care") (i) in accordance with the professional standards consistent with architectural/engineering firms of skill and knowledge in the United States of a similar size and character, (ii) in compliance with all applicable federal, state, and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the services, and (iii) diligently and in the best interests of the College. Failure to comply with the Standard of Care shall constitute negligence. The Offeror represents that it knows of no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Offeror's services. Should the Offeror fail to comply with the Standard of Care required herein, the Offeror's responsibilities under this Agreement, or the applicable laws, regulations, codes, ordinances, and orders, the Offeror hereby agrees to correct or bear the full cost of correcting the Offeror's services and the services of its consultants, and others who have acted in reliance thereupon, to the extent the harm is caused by the negligence of Offeror, its employees, agents and consultants.

- 2.2** Drawings and Specifications and other Contract Documents prepared and other services provided by the Offeror for the Project shall be prepared in accordance with the Standard of Care set forth in Section 2.1. The Offeror shall be responsible for accuracy, technical completeness, and sufficiency of all the Contract Documents.

### **3. SCOPE OF SERVICES TO BE PROVIDED BY THE OFFEROR**

The Offeror shall provide the professional services, in accordance with the Standard of Care, as set forth in this Agreement.

#### **3.1 Scope of Services**

The Scope of Services to be provided by the Offeror are set forth in the "Request for Proposal for Architectural and Engineering Design Services for Three Campuses and Leased Facilities," and by this Agreement. Excluded from the Scope of Services are Supplemental Services described in Section 3.2.5 and Article 4. The documents listed in this paragraph define the Contract Documents for this Project, excluding any terms and conditions set forth in the Offeror's Price Proposal. The Offeror's Price Proposal is intended only to evidence the description of the services to be provided by the Offeror and prices relating thereto, and nothing in the Offeror's Price Proposal shall be deemed to set forth any rights or privileges not specifically set forth in this Agreement.

#### **3.2 Project Requirements**

- 3.2.1** The Offeror shall execute the Scope of Services described in this Article in accordance with Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.
- 3.2.2** In undertaking the Scope of Services, the Offeror understands that it will be an integral member of a Project Team consisting of representatives from the College and other consultants, as necessary.
- 3.2.3** In undertaking the Scope of Services, the Offeror understands that the College shall remain open and continue in operation throughout the Project, and that the Project must be accomplished in a manner which minimizes disruption of the College's instructional programs, student life, and administrative and other activities. The College shall provide the Offeror reasonable access to the Project site and to relevant College personnel and to information for the duration of this Agreement.
- 3.2.4** The Offeror shall assist the College by applying for and obtaining required approvals from any federal, state, local, bi-county or regional agency having jurisdiction, including any applicable mandatory referral requirements. The Offeror shall prepare any and all required documents and plans in a format acceptable for submission to the appropriate agencies and such documents and plans shall contain information sufficient to obtain approval. "Required Documents and Plans" include but are not limited to Illustrations/Technical Drawings; Specifications; and

related sketches, calculations, reports, charts, diagrams, or manufacturer data, as may be needed or helpful in obtaining a permit or an approval. Documentation relating strictly to other legal, financial, programmatic, educational, or similar matters is not the responsibility of the Offeror.

- 3.2.5 The Offeror shall be responsible for obtaining, where required and practical in the Offeror's opinion, the advice of consultants in fields associated with the Scope of Services and requirements of this Project. Consulting services provided not included within the Scope of Services required by this Agreement shall be considered as Supplemental Services and shall be provided as mutually agreed to in writing by the College and the Offeror prior to the start of any such services. The Offeror must obtain the College's written consent prior to engaging any consultants for Supplemental Services; otherwise, Offeror shall not be entitled to payment for any such services. Nothing in this Agreement shall be construed to limit the right of the College to otherwise contract with a third party for any supplemental Offerorural and other design professional consulting services the College may desire.
- 3.2.6 The Offeror acknowledges the College has limited project funds. The Offeror shall design the project within the Probable Construction Costs. If the lowest qualified construction bid exceeds the Probable Construction Costs, then the Offeror, without additional compensation, shall modify the Contract Documents as necessary to comply with the College's Probable Construction Costs for the Project. The College and the Offeror shall mutually agree on the timeframe for the Offeror to produce Contract Documents which meet this redesign requirement.
- 3.2.7 The Offeror shall include Alternates and Unit Prices in the Contract Documents as directed by the College. The estimated value of the Alternates may equal up to ten percent (10%) of the Probable Construction Costs, unless directed otherwise by the College.
- 3.2.8 Time is an essential element of this Agreement and Offeror shall perform its services expeditiously consistent with the Standard of Care required by this Agreement. As soon as practicable after the date of this Agreement, the Offeror shall submit for the College's approval a schedule for the performance of the Offeror's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Project as set forth in the Request for Proposal. The schedule shall include allowances for periods of time required for the College's review, for the performance of the College's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the College, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Offeror or College. With the College's approval, the Offeror shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- 3.2.9 Wherever in the Agreement the words "ensure", "ensuring", "assure",

"obtain", or "obtaining" appear, it is intended to mean that it is the obligation of the Offeror to use all reasonable and appropriate care in executing the professional services required by this Agreement, all in accordance with the Standard of Care.

- 3.2.10 Except to the extent that the Offeror has knowledge or should have knowledge based on the Standard of Care herein that such reliance is unreasonable, the Offeror shall be entitled to rely on the accuracy and completeness of services and information furnished by the College. The Offeror shall provide prompt written notice to the College if the Offeror becomes aware of any errors, omissions or inconsistencies in such services or information. The Offeror shall investigate, however, any documents provided by the College and visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Offeror's design for the Project and the construction of the Project. The Offeror shall identify to College any incongruities between the documents and visible conditions, and shall consult with the College on any special measures required of the College or additional service required to accommodate the investigation, including, without limitation, any further investigation which is necessary for the Offeror to perform its services free from material errors and omissions, and so that the Offeror's design will be properly coordinated with existing systems and construction. This investigation shall be accomplished or supervised by registered, professional architects and engineers, as appropriate.
- 3.2.11 The Offeror shall review laws, codes, and regulations applicable to the Offeror's services, including without limitation, building codes, fire codes, handicapped access laws, and similar laws, codes and regulations applicable to the design of public buildings. The Offeror's performance and design, and those of its consultants, shall conform to all applicable requirements imposed by governmental authorities having jurisdiction over the Project and to all applicable laws, codes and regulations. Changes in services that are required as a result of changes in codes or regulations that (i) are enacted or promulgated after final submission of the services and (ii) were not known to and could not have been reasonably anticipated by the Offeror, shall be considered a Supplemental Service.
- 3.2.12 The College shall have the right to disapprove any portion of the Offeror's services. In the event that any portion of the Offeror's services is not approved by the College, the Offeror shall proceed, when directed by the College, to revise the design or documents to satisfy the College's objections. These revisions will be made without adjustment to the Offeror's compensation, except if the services previously completed were reviewed and approved by the College.
- 3.2.13 Offeror shall not substitute, nor permit its consultants to substitute other personnel, without prior written consent of the College, which consent the College shall not unreasonably withhold. The College shall have the right in its sole but reasonable discretion to direct the removal from the Project

any personnel of the Offeror or its consultants.

- 3.2.14 The Offeror shall submit for prior approval by the College the names of all consultants, persons or firms, which the Offeror proposes to use in the execution of the services herein described. The College reserves the right, in its sole and reasonable discretion, to reject the employment by Offeror of any consultant for the Project to which the College has an objection. Offeror, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Offeror shall be solely responsible for paying all consultants engaged by it unless otherwise agreed in writing by the College. The Offeror shall provide the College with a fully executed copy of each contract or agreement which the Offeror enters into with any consultant.
- 3.2.15 The Offeror's duties set forth herein shall at no time be in any way diminished by reason of any approval or acceptance by the College, nor shall the Offeror be released from any liability by reason of such approval by the College, it being understood that the College at all times is ultimately relying upon the Offeror's skills and knowledge in performing the Offeror's services. The College shall have the right to reject any portion of the Offeror's services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials negligently prepared by the Offeror, and prompt notice of any such rejection shall be given by the College to the Offeror. The Offeror shall forthwith perform, without any additional cost or expense to the College, any and all such reasonable services as are required to correct or remedy any negligent act, error, or omission to the extent directly attributable to the plans, drawings and specifications and other materials prepared by the Offeror, in the performance of the services, or the services of the Offeror's consultants or other persons employed by the Offeror, in accordance with the provisions of this Agreement. Should the Offeror refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then the College may make such correction or remedy itself at the expense of the Offeror, and the Offeror shall reimburse the College for all reasonable expenses incurred by the College to make such correction or remedy. This commitment by the Offeror is in addition to, and not in substitution for, any other remedy for negligent services which the College may have at law or in equity, or both.
- 3.2.16 The Offeror shall coordinate its services with those services provided by the College and the College's consultants. The purpose of such coordination is so that the services provided are performed in a reasonably efficient, timely and economical manner. Coordination shall include the resolution by Offeror of any inconsistencies in the Offeror's services, including its design concepts, with the services provided by its consultants and the College's consultants. Except as set forth in Section 3.2.10, the Offeror shall be entitled to rely on the accuracy and completeness of services and information furnished by the College and the College's consultants. The Offeror shall provide prompt written notice



to the College if the Offeror becomes aware of any error, omission or inconsistency in such services or information.

- 3.2.17 The Offeror shall (1) cooperate with the College, (2) make documents, materials and information available to the College and the College's consultants, (3) respond promptly, and in any event within ten (10) days unless otherwise specified, to all requests and inquiries of the College and keep the College informed of any changes, requirements or components of the Project design, and (4) attend Project meetings as reasonably requested by the College and keep qualified personnel generally available to discuss with the College any aspect of the Project. If in the professional judgment of the Offeror, recommendations furnished by the College are not accurate, do not provide information sufficient for the Offeror to proceed with the Scope of Services, or are based on a misinterpretation of documents prepared or furnished by the Offeror, then the Offeror shall notify the College promptly in writing, detailing the Offeror's concerns with such recommendations. The Offeror shall be considered to have approved the College's directive or substitution unless the Offeror objects in writing promptly after receiving such directive or substitution.
- 3.2.18 Notwithstanding anything to the contrary contained in this Agreement, the College's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Offeror with information as to the College's objective and goals with respect to the Project and not for purpose of determining the accuracy and completeness of such documents, and in no way shall any such review and approval alter Offeror's responsibilities hereunder and with respect to such documents.

#### **4. SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE OFFEROR**

- 4.1 Supplemental Services are not included in the Scope of Services but may be required for the Project. The Offeror shall provide supplemental services as may be directed by the College. The College shall compensate the Offeror as provided in Section 6.4.
- 4.1.1 In the event the College directs the Offeror to perform any Supplemental Services or the Offeror notifies the College that other Supplemental Services may be necessary, the Offeror shall within seven (7) days of such request or notification submit to the College in writing a fee proposal to perform the Supplemental Services. The fee proposal shall include a description of the Supplemental Services to be performed, and a proposed fee for the services. If the College accepts the fee proposal, the College and Offeror shall sign a modification of services agreement in a form reasonably required by the College, and Offeror shall promptly proceed to perform the Supplemental Services for the agreed upon fee. If the College rejects the Offeror's fee proposal, Offeror, only upon express written direction from College, shall proceed to perform the Supplemental Services. If Offeror performs services without College's express written

authorization, Offeror acknowledges that it does so as a volunteer and shall not be entitled to payment for such services. The College and Offeror shall promptly negotiate a fee for the Supplemental Services acceptable to the College and Offeror which shall be confirmed by the parties signing a modification of services agreement in a form required by the College. Additional fees shall be paid according to the terms of the modification of services agreement and this Agreement. The College is under no obligation to pay Offeror for such Supplemental Services until the parties execute a modification of services agreement. If the parties cannot reach an agreement on the fee for Supplemental Services, College may direct the Offeror to perform the Supplemental Services. The Offeror and College may proceed in accordance with Article 19, Claim and Disputes, of this Agreement to determine Offeror's fee.

- 4.2 Nothing in this Agreement shall be construed to limit the right of the College to otherwise contract with a third party for Supplemental Services.

## **5. COLLEGE'S RESPONSIBILITIES**

- 5.1 To the extent permitted by law, the College will make available to the Offeror the relevant information in its files which may pertain to the Project.
- 5.2 The College will arrange as necessary all meetings between the Offeror and College academic departments and administrative offices for the review of Project plans and specifications.

## **6. METHOD OF COMPENSATION**

- 6.1 For the Scope of Services required by this Agreement and performed strictly in accordance with the requirements of this Agreement, the College shall pay the Offeror a negotiated firm lump sum fees for any given task order assignments.
- 6.2 Invoices submitted for Scope of Services performed under this Agreement shall list the College's project title, contract number, and account number. This amount is a firm lump sum which will be paid in accordance with Article 7 and other applicable provisions of this Agreement.
- 6.3 Reimbursable expenses shall be paid at cost. Reimbursable expenses may include printing, reproduction, delivery services, long distance telephone and facsimile charges, local mileage, and similar items required to accomplish the tasks covered under Article 3. Reimbursement for reasonable meals and lodging expenses associated with travel for the Offeror's out of town personnel may be submitted with prior written approval by the College. Meals for local staff will not be reimbursed.
- 6.4 The Offeror shall be compensated for Supplemental Services performed pursuant to written authorization from the College, as mutually agreed upon in writing by the College and the Offeror. Necessary reimbursable expenses incurred in providing Supplemental Services shall be paid at Offeror's cost. Supplemental services shall be invoiced separately from services compensated for under Section 6.1.

## 7. PROGRESS PAYMENTS

- 7.1 Subject to the College's right to withhold payment set forth in this Agreement, payments shall be made to the Offeror once a month based on the estimated percentage of work completed for each phase of the Scope of Services as defined in the Agreement. The Offeror must submit Applications for Payment which are prepared in accordance with Article 6 and supported by such information as the College may reasonably require.
- 7.2 Promptly upon receipt, College shall review Offeror's Application for Payment. The College shall have the right to audit the Offeror's records to verify the payment request. If College disputes in good faith all or any portion of any Application for Payment, College shall notify Offeror within fifteen (15) days of receipt of the disputed Application. The notification shall clearly indicate that portion of the Application which College disputes and shall include a reasonably detailed explanation of the reasons for disputing the portion. Any Application or portion of an Application not disputed by College in the manner and within the time period set forth above shall be paid by College within twenty-one (21) days of receipt in the College's Office of Business Services which has been properly prepared and authorized by the College representative. Payment to Offeror shall not act as College's waiver of any claims that may be asserted against Offeror for negligent performance of services. College shall not be required to make payment to Offeror on account of any amount disputed in good faith by College until the matter in dispute has been resolved by the parties. Any amount disputed shall not be deemed to be an amount due Offeror under this Agreement until the matter is resolved by the parties. If the resolution of the matter indicates that Offeror is entitled to be paid all or any portion of the disputed amount, then the amount to be paid to Offeror shall be due and payable within ten (10) days after resolution of the matter. Disputes shall be resolved in accordance with Article 19, Claims and Disputes.

## 8. NOTICES

Any notice to be provided hereunder shall be hand delivered or sent by first class registered or certified mail or by fax and shall be addressed as follows or as may be later designated in writing:

- a) For the College: Vice President of Facilities  
Central Services  
Montgomery College  
9221 Corporate Boulevard  
Rockville, Maryland 20850
- b) For the Offeror: Principal In-Charge

Notice shall be considered to be effective upon receipt of such notice.

**9. INTERPRETATION OF CONTRACT**

This Agreement shall be construed and interpreted according to the laws of the State of Maryland, without regard to principles of conflicts of law.

**10. COMPLIANCE WITH LAWS**

The Offeror agrees to comply, at no additional expense, with all applicable Executive Orders, Federal, State, county, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this Agreement and as they may be amended from time to time, including but not limited to the equal opportunity clause set forth in 41 CFR 60-250.4, as amended.

**11. INDEPENDENT CONTRACTOR**

The Offeror shall perform the Agreement as an independent contractor and shall not be considered an employee or agent of the College nor shall any employee or agent of the Offeror be considered employees or agents of the College. Nothing in this Agreement shall be construed as constituting a partnership, joint venture, or agency between the College and Offeror. No acts performed or representations, whether oral or written, made by or with respect to third parties and the Offeror shall be binding on the College.

**12. NONDISCRIMINATION / NON-HARRASSMENT**

12.1 The Offeror 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, sexual orientation, race, age, color, creed, ancestry, national origin, religious belief, disability, marital status or status as a disabled veteran or veteran of the Vietnam era. The Offeror further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this article.

12.2. The Offeror 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 (other than an unauthorized alien) 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 intent of becoming a citizen, because of such individual's citizenship status.

12.3 The College is committed to providing a work environment that is free from discrimination and harassment on the basis of sex, sexual orientation, race, age, color, creed, ancestry, national origin, religious belief, pregnancy, disability, marital status or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Offeror's responsibility to ensure that such behavior by its employees, agents and consultants does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the

Offeror. This prohibition extends to such harassment within the employment context as well as harassment of students, faculty, staff and visitors of the College. It should be assumed that all sexual behavior by the Offeror's employees, agents and consultants on any campus or facility of the College is improper and unwelcome.

- 12.4 Offeror understands and agrees that a material violation of this Article 12 shall be considered a material breach of this Agreement and may result in termination of this Agreement or other sanctions. This clause is not enforceable by Offeror for the benefit of, and creates no obligation to, any third party.

**13. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Offeror warrants that both the Offeror and/or any subcontractors of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its employees and/or trustees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its employees and/or trustees by reason of the Offeror's or any subcontractor of the Offeror's non-compliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging non-compliance of the Offeror with "IRCA." The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

**14. ASSURANCE OF NONCONVICTION OF BRIBERY**

The Offeror 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 federal, state or local government.

**15. CONFLICT OF INTEREST**

No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this Agreement shall, until such time as the Offeror receives final payment, become or be an employee of the party or parties hereby contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**16. ASSIGNMENT, SUBCONTRACTING**

- 16.1 The Offeror shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or its right, title or interest therein, or its obligations

hereunder, without the written consent of the College. A change in membership of the Offeror's firm of one or more officers shall not constitute an assignment.

- 16.2 The Offeror shall not make any contracts for professional services with any other party for furnishing any of the Scope of Services to be performed under this Agreement without the written approval of the College; however, this provision does not require the College's approval of a contract of employment between the Offeror and personnel assigned for the purpose of performing this Agreement.
- 16.3. The College and Offeror, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

## 17. INSURANCE

- 17.1 The Offeror shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, the following minimum insurance coverage:

- 17.1.1 Worker's Compensation Insurance covering the Offeror's employees as required by State of Maryland law with the following minimum limits:

Bodily Injury by Accident \$250,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$250,000 each employee

- 17.1.2 Commercial General Liability Insurance excluding automobiles owned or hired by the Offeror, with limits as follows:

Bodily Injury and Property Damage:

\$1,000,000 combined single limit of bodily injury and property damage per occurrence including the following coverages: Contractual Liability, Premises and Operations, Independent Contractors, Products and Completed Operations.

- 17.1.3 Automobile Liability Insurance, providing bodily injury and property damage coverage with limits as follows:

\$1,000,000 combined single limit, for bodily injury and property damage coverage per occurrence including the following coverage: Owned Automobiles, Hired Automobiles, and Non-Owned Automobiles liability.

- 17.1.4 Professional Liability covering negligent acts, errors and omissions committed during the period of contractual relationship with the College with a limit of liability as follows:

\$2,000,000 per claim and and \$5,000,000 in the aggregate and a maximum deductible of \$50,000, including the maintenance of this coverage for a minimum of three years following the date of substantial

completion of the construction of the project. The policy shall have a retroactive date of no later than the commencement of Offeror's services to the College. Upon the College's request, Offeror shall give prompt written notice to the College of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement.

- 17.2 At the time this Agreement is made, the Offeror shall provide the College with evidence of payment in full of the above insurance coverage through the entire term of this Agreement. Any request for extension of time of this Agreement shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this Agreement.
- 17.3 These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Offeror. The insurance shall provide that policy coverage will not be canceled, altered or materially changed without thirty (30) calendar days prior notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.
- 17.4 The Offeror shall submit a certificate of insurance as evidence of the required coverages to:
- Montgomery College  
Office of Facilities  
9221 Corporate Boulevard  
Rockville, Maryland 20850
- 17.5 The College shall be an additional insured- for coverages listed in Sections 17.1.2 and 17.1.3.
- 17.6 In the event that the Offeror's insurance is terminated, the Offeror shall immediately obtain other coverage. This Agreement may be terminated for default if at any time the Offeror fails to maintain all of the insurance required by Article 17.
- 17.7 For this Article, the word "licensed" means an insurance carrier either licensed or approved to do business in the State of Maryland.
- 17.8 Offeror shall require its Consultants to comply with the insurance provisions required of Offeror pursuant to this Agreement unless Offeror and College mutually agree to modify these requirements for Consultants whose work is of relatively minor scope. Offeror agrees that it will contractually obligate its Consultants to advise Offeror promptly of any changes or lapses of the requisite insurance coverages and Offeror agrees to promptly advise College of any such notices Offeror receives from its Consultants. Offeror agrees that it will contractually obligate its consultants to indemnify and hold harmless Offeror to the same extent that Offeror is required to indemnify College as provided in this Agreement. Offeror assumes all responsibility for monitoring Consultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

17.9 To the extent damages are covered by property insurance, the College and Offeror waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The College or the Offeror, as appropriate, shall require similar waivers from the contractors, consultants, agents and employees of any of them in favor of the other parties enumerated herein.

## **18. INDEMNITY**

18.1 To the fullest extent permitted by law, the Offeror shall indemnify and hold harmless the College and its agents, employees, volunteers, students and trustees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees to the extent caused in whole or in part by (i) negligent acts, errors or omissions or willful misconduct of the Offeror, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; or (ii) any material breach in the performance of the obligations of Offeror hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described hereunder.

18.2 The College may retain such moneys due or to become due to the Offeror under this Agreement as it considers necessary until such suits or claims for damages which may be indemnified under Section 18.1 have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the College.

18.3 The provisions of this Article shall survive the termination of this Agreement.

## **19. CLAIMS AND DISPUTES**

### **19.1 Definition of Claim**

19.1.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Agreement terms, payment of money, extension of time, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the College and Offeror arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim.

### **19.2 Claim and Disputes Procedure**

19.2.1 The Offeror shall file a written notice of Claim relating to the Agreement to the College's representative within fifteen (15) calendar days after the basis of the Claim is known or should have been known, whichever is earlier.

19.2.2 Upon receipt of the Offeror's Claim, the College's representative shall



take steps deemed necessary to review and investigate the Claim. These steps may include an investigation and review of the facts pertinent to the Claim, requesting additional information or substantiation from the Offeror or anyone else and taking such other steps as the College's representative may consider ~~being~~ to be appropriate.

- 19.2.3 The College's representative shall prepare a written decision which, before it is issued, shall be approved by the Vice President of Facilities.
- 19.2.4 Pending resolution of a Claim by the College's representative's decision, order, finding, or interpretation, and with exception to matters which arise under Section 18.1, the College shall continue to make payments due to the Offeror which are not in dispute or the subject of a Claim and the Offeror shall proceed diligently with the performance of the Scope of Services. The College's representative's decision shall be final and conclusive unless the Offeror files a written appeal to the Vice President of Facilities within thirty (30) calendar days of the date of the College's representative's decision. The Vice President of Facilities in consultation with such other persons as the Vice President deems advisable, shall prepare and deliver a written decision to the Offeror within fifteen (15) calendar days. The Vice President of Facilities response shall be the College's final decision.
- 19.2.5 If the Offeror does not appeal the College's representative's decision to the Vice President of Facilities within the time required under Section 19.2.4, then the College's representative's decision shall be considered to be final, conclusive and binding upon the Offeror and College. There shall be no further right of review either administratively or in the courts. If the Offeror appeals the College's representative's decision to the Vice President of Facilities, the Vice President's decision shall be considered to be conclusive and final unless within thirty (30) calendar days after the date of the Vice President's decision the Offeror commences an action in the Circuit Court for Montgomery County. If no action is commenced within the thirty (30) calendar days after the date of the Vice President of Facilities decision, the Vice President's decision shall be considered to be final, conclusive and binding on the Offeror and the College and the Offeror's right to appeal to the courts shall be waived.
- 19.2.6 The timely filing of a Claim and the receipt of a decision by the Offeror from the College's representative and the Vice President of Facilities are conditions precedent to filing an action in court. Any action which may be commenced against the College shall be filed in the appropriate state court in Montgomery County, Maryland. The Offeror waives the right to file an action in any other venue. The Agreement and disputes arising out of it shall be governed by the laws of the State of Maryland without regard to conflicts of law provisions.
- 19.2.7 If a court action is commenced pursuant to Section 19.2.6, all claims, disputes and other matters in question arising out of or related to the Agreement or breach thereof shall be submitted to non-binding mediation.

Such mediation shall be in the nature of settlement discussions and shall be privileged and confidential. The location of the mediation shall be in Rockville, Maryland, with costs for mediation shared equally by the parties. The parties shall ask the court to stay the action until the mediation is concluded.

19.2.8 Claims by the College against the Offeror may be commenced at any time in any appropriate court without regard to the other provisions of the Agreement, including this Section 19.2. This right is in addition to all other rights which the College may have under the Agreement.

19.3 Offeror acknowledges that no lien of any kind or nature may be filed against the real property owned by the College and/or the improvements constituting the Project, as the College is a public entity. Offeror shall include a provision in its contracts and purchase orders notifying any subconsultants and suppliers of this clause and limitation.

## **20. TERMINATION FOR THE CONVENIENCE OF THE COLLEGE**

The performance of the Scope of Services under this Agreement may be terminated, in whole or in part, whenever the President of the College 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 Agreement for the Scope of Services performed or furnished prior to the effective date of termination in accordance with the Standard of Care and the terms of this Agreement, plus reasonable costs of termination, if any, which costs shall be specifically approved by the College in writing. The Offeror shall not be reimbursed for anticipated but unearned profits and overhead. Termination hereunder shall become effective by delivering to the Offeror a written notice of termination upon which date the termination shall become effective.

## **21. SUSPENSION OF WORK**

The College may suspend a part or all of the Offeror's services provided under this Agreement at any time for the College's convenience. When the Project is resumed, the Offeror may request to be compensated for its direct costs incurred in the interruption and resumption of its services provided the suspension was not the fault of the Offeror. No request for compensation arising from a suspension of the Offeror's services shall be considered unless it is submitted in writing to the College within twenty-one (21) calendar days after resuming work on the Project.

## **22. TERMINATION FOR DEFAULT**

The College may terminate this Agreement for default upon written notice to Offeror and the lapse of all applicable cure periods should the Offeror materially breach this Agreement. Offeror shall be given written notice by the College of any default, and shall have a period of ten (10) days from the notice within which to cure the default (or such longer period as may be reasonably necessary to complete the cure so long as the party has commenced to cure and diligently and in good faith pursues the cure to completion), before the College shall have any right to terminate this Agreement. In addition to its other rights and remedies as allowed by law or equity, College shall also be entitled to recover damages resulting from the Offeror's material breach of this Agreement, arising

from delay or other damages payable by the College to third parties or increased costs to the College attributable to materials, equipment or labor escalation as a result of Offeror's material breach. No further compensation shall be paid Offeror upon College issuing a notice of termination for default unless the default is cured.

### **23. WORK UNDER CONTRACT**

Work may not commence under this Agreement until all conditions for commencement are met, including execution of the Agreement by both parties, compliance with insurance requirements and issuance of any required notice to proceed.

### **24. CONTINGENT FEES**

The Offeror 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 Offeror, to solicit or secure this Agreement, 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 Agreement.

### **25. OWNERSHIP OF CONTRACT DOCUMENTS**

25.1 All Contract Documents provided by the Offeror and its Consultants, including but not limited to drawings, specifications, models, reports, calculations, photos, artistic representations, and other materials prepared pursuant to this Agreement, and any portions of the Construction Documents prepared in whole or in part by the Offeror, including but not limited to those Contract Documents in electronic form, shall become the property of the College, including all applicable copyrights, whether the Project for which services are provided is executed or not. The Offeror's creation and authorship of the Contract Documents is in accordance with the College's commission and all copyrights in all respects shall be considered works for hire and owned by the College. If for any reason the Contract Documents are not proper subject matters to be deemed "works for hire", the Offeror does irrevocably convey, assign and transfer to the College all rights, title and interest, including, without limitation, the proprietary rights in and to the Contract Documents as of the date of their creation for the Project and payment therefor. The Offeror agrees to execute, or cause execution, of whatever documents or agreements necessary, if any, to (i) transfer or vest in the College all such rights, (2) obtain copyright registration for the Contract Documents and (iii) prosecute infringements of the copyrights in the Contract Documents. The College may use the Contract Documents for any lawful purpose. The Offeror shall obtain in writing all necessary consents from its Consultants to make this section fully effective. The work product of Offerors and its Consultants shall not be used by the Offeror or its Consultants for other projects without the consent of the College. Notwithstanding the foregoing, Offeror may use standard details and master specifications used for this Project on other projects without the consent of the College. The College understands that the Offeror's work products have been prepared for this Project and that Offeror undertakes no responsibility if the College uses any such work products in respect to another project. Constructing, using, maintaining, altering and

adding to the Project is not considered to be used in respect to another project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not construed as publication in derogation of the College's rights.

## **26. CAPTIONS**

The captions and headings contained herein are solely for convenience and reference and do not constitute a part of this Agreement.

## **27. ENTIRE AGREEMENT**

27.1 This Agreement represents the entire and integrated agreement between the College and the Offeror and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written Instrument signed by both the College and the Offeror.

27.2 In addition to the document listed in Article 3 and 4, this Agreement includes the following documents listed below:

- .1 Other items identified as Contract Document
- .2 Any Change Orders issued by the College

## **28. AUDIT**

The College may audit and conduct fiscal and programmatic monitoring of the Work performed under this Agreement. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of the Offeror and any consultant involving transactions related to this Agreement during the term of this Agreement and for a period of three (3) years after final payment under this Agreement.

## **29. REGISTRATION FOR CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND**

Pursuant to 7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State of Maryland Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. By signing this agreement, the Offeror certifies that it has qualified with the State of Maryland Department of Assessments and Taxation.

## **30. TAXES**

Except as limited herein, Offeror shall pay as a part of the lump sum of this Agreement non-exempt sales, consumer, use and similar taxes for the services, or portions thereof, which are legally enacted upon execution of this Agreement. The College is exempt from payment of federal, state, local taxes, and sales and compensating use taxes of the State of Maryland on all materials and supplies incorporated into the completed Work. This exemption does not apply to tools, machinery, equipment or other property leased

by or to the Offeror or a subconsultant, or to supplies and materials which, even though they are consumed, are not incorporated into the completed work, and the Offeror and its subconsultants shall be responsible for and pay as a part of the lump sum of this Agreement any and all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials. The College's Federal Tax Exempt Number will be provided to Offeror.

**31. SEVERABILITY**

If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**SUPPLEMENTARY CONDITIONS**

**PART 1 - PRICE ADJUSTMENT**

- 1.1 Fee Schedule shall remain fixed for the initial term of the Contract. Requests for price adjustment after first year of contract must be submitted in writing within 60 days of expiration of year one contract term. The same will apply to for all successive contract renewal period, should the college elect to exercise them. Any approved increase will take effect at the start of a contract renewal terms. A contract price adjustment request, along with supporting documents must be sent to and approved by the Director of Procurement. The College reserves the right to request additional supporting documentation. Any price adjustments cannot exceed the Consumer Price Index (CPI) for the Washington, DC-Baltimore Metropolitan Area as published by the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U), not seasonally adjusted; most current year final index (no preliminary). Only one-time price adjustment may be granted within the one-year contract term.

**PART 2 – DEFAULT BY BANKRUPTCY**

- 2.1 If CONSULTANT files for bankruptcy, is forced into bankruptcy by creditors, or is otherwise declared bankrupt under any Chapter of the Bankruptcy Code, it shall be considered an immediate event of default of this Agreement, and the College may instantly terminate this Agreement, at its sole discretion. In the event of termination, all funds held by the College that are due to the CONSULTANT for completed work will be paid to the Trustee in Bankruptcy appointed by the Court.

**END OF SUPPLEMENTARY CONDITIONS**

### SCHEDULE OF SERVICES

The College reserves all rights as to the evaluation of any and all responses to the Schedule of Services submitted by each Offeror, and to the College's determination of the Offeror's response to the qualifications for Architectural and Engineering Design Services. Each Offeror shall indicate those services for which they would like to be considered as part of this solicitation for services. At the College's sole discretion, one or more firms, will be selected in accordance with the requirements of this solicitation, under each category.

- a. Civil Engineering Consultant  
(See Schedule A for firm Qualifications and Scope of Services)
- b. Architectural Design Consultant  
(See Schedule B for firm Qualifications and Scope of Services)
- c. Mechanical, Electrical & Plumbing Engineering Consultant  
(See Schedule C for firm Qualifications and Scope of Services)
- d. Geotechnical Engineering Consultant  
(See Schedule D for firm Qualifications and Scope of Services)
- e. Building Enclosure Consultant  
(See Schedule E for firm Qualifications and Scope of Services)
- f. Landscape Architecture Consultant  
(See Schedule F for firm Qualifications and Scope of Services)
- g. Building Commissioning Consultant  
(See Schedule G for firm Qualifications and Scope of Services)
- h. Roof Consultant  
(See Schedule H for firm Qualifications and Scope of Services)
- i. Facilities Conditions Assessment Consultant  
(See Schedule I for firm Qualifications and Scope of Services)
- j. AEC/FM Software Integration Consultant  
(See Schedule J for firm Qualifications and Scope of Services)
- k. Facilities Master Planning Consultant  
(See Schedule K for firm Qualifications and Scope of Services)
- l. Commercial Building Energy Audits and Analysis Consultant  
(See Schedule L for firm Qualifications and Scope of Services)

**SCHEDULE A QUALIFICATIONS AND SCOPE OF SERVICES FOR CIVIL ENGINEERING CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Substantial experiences in environmental & regulatory permitting in the State of Maryland, Montgomery County, City of Takoma Park and City of Rockville.
2. In depth experience in Geographic Information Systems set up and data management.
3. Field and laboratory materials testing protocols and analysis.
4. Providing design peer review and performing on-site quality control on owner's behalf.

**Scope of Services**

1. Topographic Survey.
2. Subsurface Utility Engineering.
3. Geographic Information Systems Data Management.
4. Site Assessment/Planning:
  - a. Regulatory Permitting
  - b. Traffic Studies & Analysis
  - c. Environmental Assessment
5. Civil Engineering:
  - a. Sediment/Erosion Control
  - b. Site layout and components design
  - c. Site drainage studies and design
  - d. Roadway Design
6. Site Construction inspection.
7. Environmental & Sustainable Design Services:
  - a. Natural resources inventories, forest stand delineation & forest conservation plan
  - b. Watershed assessment and planning
  - c. Stormwater facilities design and maintenance
8. Other tasks as required by the project.

**END OF SCHEDULE A**



**SCHEDULE B QUALIFICATIONS AND SCOPE OF SERVICES FOR ARCHITECTURE  
DESIGN CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Firm is capable of producing high quality energy efficient building design incorporating latest technology.
2. Have registered LEED professional on staff and LEED silver certified or better projects in firm's project portfolio.
3. Have substantial experience in providing design peer review and performing on-site quality control on owner's behalf.
4. Have substantial experience in building interior and exterior renovation in higher education settings.

**Scope of Services**

1. General architectural design services.
2. Code analysis.
3. Interior renovation.
4. Lab layouts.
5. Vertical Transportation/Elevator systems.
6. Building renovations & additions.
7. Space planning.
8. Project management and construction administration.
9. Building exterior envelope retrofit.
10. Peer review.
11. Other tasks as required by the project.

**END OF SCHEDULE B**

**SCHEDULE C QUALIFICATIONS AND SCOPE OF SERVICES FOR MEP ENGINEERING DESIGN CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Firm is capable of producing high quality energy efficient MEP design incorporating latest technologies.
2. Have registered LEED professional on staff and LEED silver certified or better projects in firm's project portfolio.
3. Have substantial experience in providing design peer review and performing on-site quality control on owner's behalf.
4. Have substantial experience and expertise executing multidisciplinary design in BIM.

**Scope of Services**

1. General MEP design services.
2. Mechanical/Plumbing/Fire Protection
  - a. HVAC Design
  - b. Central plant and distribution system design
  - c. Building management systems, and control designs
  - d. Plumbing Design
  - e. Fire protection system design
  - f. Energy audits & analysis
  - g. Lifecycle analysis
  - h. Indoor air quality investigations
  - i. Fire alarm, life safety, and mass notification systems design
  - j. Data center mechanical system design
3. Electrical/Telecommunications
  - a. Electrical power & distribution design
  - b. Lighting design & lighting control
  - c. Daylight harvesting design and daylighting control
  - d. Security systems design
  - e. Data center electrical system, equipment grounding and backup power design.
4. Other tasks as required by the project.

**END OF SCHEDULE C**

**SCHEDULE D QUALIFICATIONS AND SCOPE OF SERVICES FOR GEOTECHNICAL ENGINEERING CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. The Offeror shall have expertise in field and laboratory materials testing protocols and analysis.
2. Providing design peer review and performing on-site quality control on owner's behalf.
3. Have substantial experience in roadway substrate improvement design.

**Scope of Services**

1. Subsurface Investigation:
  - a. Test borings
  - b. Probe and auger borings
  - c. Test pit
  - d. Core drilling
2. Laboratory Testing
3. Geotechnical Engineering:
  - a. Foundation recommendations
  - b. Pavement design, damage study, and underpinning
  - c. Earthwork requirements, and sub-drainage analysis
  - d. Subgrade stabilization
4. Field Inspection/Material Testing:
  - a. Footing inspection
  - b. Subgrade inspection
  - c. Field Density test
  - d. Concrete test
  - e. Montgomery County special inspection services
5. Other tasks as required by the project

**END OF SCHEDULE D**

**SCHEDULE E QUALIFICATIONS AND SCOPE OF SERVICES FOR BUILDING ENCLOSURE CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Facade and fenestration testing and nondestructive evaluations of building enclosure components.
2. Forensic evaluation and repair design of failed building enclosure components.
3. Researching and recommending construction materials/systems to be used as building enclosure components.
4. Field and laboratory materials testing protocols and analysis.
5. Providing design peer review, specifying required mock-up/performance testing, and performing on-site quality control and Building Exterior Enclosure Commissioning (EECx) on owner's behalf.
6. Reviewing building enclosure shop drawings and submittals.

**Scope of Services**

1. Building Exterior Enclosure Assessment Services:
  - a. Exterior enclosure component failure evaluations.
  - b. Water intrusion and condensation studies.
  - c. Exterior building enclosure energy performance analysis.
  - d. Structural assessment related to failing exterior enclosure components.
  - e. Material testing and analysis of existing materials.
2. Building Envelope Design Services:
  - a. Repair and rehabilitation design.
  - b. Systems and materials selection and development.
  - c. Preparation of construction documents inclusive of detail drawings and specifications.
  - d. Provide cost estimate for the building enclosure repair and rehabilitation projects.
3. Exterior Enclosure Commissioning Process (EECx):
  - a. Pre-Design Phase
    - Establishing performance objectives for occupant comfort, long-term energy efficiency, serviceability and durability of the facility.
  - b. Design Phase
    - Ensuring that the established objectives during the pre-design phase are properly implemented throughout the schematic design, design development, and construction document phases of the project.
    - Perform peer review of drawings and specifications for exterior enclosure performance, compatibility of specified material, and longevity of the material used.
    - Provide thermal and condensation risk analysis based on the proposed building enclosure and mechanical systems by A/E.
    - Develop third-party EECx commissioning plan.

- c. Pre-construction
    - Review shop drawings and submittals to ensure conformance to design intents.
    - Review pre-construction mock-up and provide comments to further design refinement as required to accommodate sequencing between different trades.
    - Observe required performance testing on the mock-up to ensure that the established performance objectives of exterior enclosure can be met.
  - d. Construction Phase
    - Periodically review and evaluate the work in progress throughout the construction process and provide technical guidance to owner and A/E.
    - Observe field testing prescribed in the contract documents.
    - Provide additional quantifiable field quality assurance testing at critical stages of the construction process as required by the owner.
    - Provide record copies of field reports, photographs, and testing results.
  - e. Post-occupancy
    - Provide post-occupancy inspection and report.
    - Assist in LEED certification related to exterior building enclosure components.
4. Other tasks as required by the project.

**END OF SCHEDULE E**

**SCHEDULE F QUALIFICATIONS AND SCOPE OF SERVICES FOR LANDSCAPE ARCHITECTURE CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Expertise in design of public outdoor spaces in higher education campus settings.
2. Expertise in barrier free design for public outdoor spaces.
3. Expertise in streetscape/landscape design in campus settings.
4. Ability to incorporate landscaping material that is esthetically pleasing, durable, and easy to maintain.
5. Design solutions are environmentally responsible and responsive to local ecosystems.
6. Have substantial experience in providing design peer review and performing on-site quality control on owner's behalf.
7. Expertise in outdoor athletic fields and facilities design.
8. Offeror shall be well experienced in jurisdictional requirements.

**Scope of Services**

1. Site analysis, planning & Design.
2. Campus landscape master plan.
3. Campus streetscape design.
4. Land planning.
5. Outdoor athletic field and sports facilities design.
6. Hardscape design
7. Landscape & planting design
8. Grading, drainage, and irrigation system design
9. Site signage design
10. Project coordination and related construction management.

**END OF SCHEDULE F**

**SCHEDULE G QUALIFICATIONS AND SCOPE OF SERVICES FOR BUILDING COMMISSIONING CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. The Offeror shall have a minimum of five years of experience as Commissioning Authority and successfully led the commissioning effort for multimillion-dollar projects of similar scope and complexity in College's building portfolio.
2. The Offeror should demonstrate that he or she is familiar with total building commissioning process.
3. The Offeror should have substantial experience in retro-commissioning process with particular emphases on remedial engineering and troubleshooting building system problems.

**Scope of Services**

1. New building/system commissioning.
2. Retro-commissioning.
3. Recommissioning.
4. Remedial engineering.
5. Building automation system and control design.
6. Other tasks as required by the project.

**END OF SCHEDULE G**

**SCHEDULE H QUALIFICATIONS AND SCOPE OF SERVICES FOR ROOF CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Roof replacement design.
2. Roof construction monitoring.
3. Roof Survey - Infrared survey, moisture anomaly limits identification, and thermogram documentation.
4. Roof leak troubleshooting and detection.
5. Roof Asset Database setup and management.
6. Laboratory analysis of roofing materials.
7. Document/report preparation and cost estimation.

**Scope of Services**

1. Collegewide Roof Survey and Roof Repair:
  - a. Review existing plans, specifications, Micro Roofer database and other documents relevant to the various buildings and their roofs, gutters, parapets, coping, flashing, drains, etc. Examine previous records of roof surveys. Interview College personnel familiar with past and present roof related leakage and problems.
  - b. Take core sample whenever the construction type of any of the roof areas cannot be determined from previous roof surveys, or the information gathered previously is incomplete. The cores shall be used to determine the type of materials used to construct the roofs and to evaluate the condition of these materials.
  - c. Perform on-site measurements to locate existing roof sections, existing drains, vents, mechanical units, pitch pockets, skylights, parapet walls, interfaces and penetrations. Update survey information on existing as-built AutoCad base drawings. Create new AutoCad drawings for the roofs where no as-built roof drawings are available in AutoCad DWG format. Verify the accuracy of all dimensions and the locations of roof accessories. Calculate the roof areas and inventory roof assets by building and by types.
  - d. Visually inspect the roofing systems of the buildings by locating defects and potential defect items such as but not limited to blisters, ridges, exposed and worn felts, open flashing, repairs, ponding, etc. Record the findings in the field. Mark the wet/deteriorated anomalies and defects on roof with yellow spray paint. Supplement visual inspections with core samples and tests as necessary to become fully familiar with all existing conditions. Transfer field notations and delineate approximate areas of roof defects onto AutoCAD drawings. The drawings will be used as part of the bidding documents for College-wide roof repair project.
  - e. Perform non-destructive roof moisture survey on all low slope roof areas. Survey shall be performed using hand-held nuclear moisture detection, infrared imagery or a combination thereof. Representative core sampling and gravimetric analysis shall be performed to ascertain actual moisture content of substrates (insulation and/or decking) relative to moisture readings if necessary. Percentage of moisture shall be determined on a dry weight basis. Use the services of a contractor approved by the warranty-issuing manufacturer to perform repairs on core cuts where roof warranties are still in effect.



- f. Use updated as-built roof drawings in AutoCad format to show the location and extent of significant inspection findings. Defects, wet areas and leak locations shall be clearly marked on the drawings. The legend/notation system of the drawing shall follow College's existing drawing format.
  - g. Categorize anomalies by types of repairs required. Detail drawings and specifications for each type of repairs shall be generated. Key the anomalies by repair type on the drawings and prepare bidding documents for the College-wide Roof Repair project.
  - h. Update College's existing roof asset database showing FCI, ICI and MCI indexes for each section of the roof based on Army Corps of Engineers' Engineered Management System (EMS) for Built-Up Roofing System. Expected Life (EL) and remaining Service Life (RSL) of the roof assets shall be estimated, and proper course of actions shall be recommend.
  - i. Develop a detailed inspection report for all the roofs inspected. The consultant shall submit three copies of the final report bonded in three ring binders to the College. The report shall be generated in MS Word format and shall contain the following sections:
    - Summary of Survey Findings —This section shall include descriptions of the roof, background information, discussion of inspection findings, and description of the moisture survey results, recommendations for maintenance, repair or replacement of the roof. The text shall be supplemented with roof as-built drawings with defects noted and representative photographs. The description of the roof shall include pertinent data such as the age of the system, roof area, number of roof sections, and type of surfacing, membrane, insulation, counterflashing, base flashing, coping, edge metal and drainage system. Results of the gravimetric analysis shall be included in the roof moisture survey report. Wherever feasible, up to three alternative recommendations should be formulated to assist the College to develop different budgetary strategies.
    - Cost Estimates for the Recommended Actions - A ten-year roof budget plan conforming to State of Maryland Department of General Services Roof Design/Replacement Guidelines shall be prepared. Roof Condition Index Report (RCI) and RCI Frequency Plot shall be generated. A summary of itemized list of immediate remedial work and future action and their cost impacts that will address current and anticipated needs shall be discussed in easy-to-understand terms.
    - Prepare Bid Documents for College-wide Roof Repair Project — detailed specification sections and drawing details in MS Word and AutoCad DWG format shall be delivered to the College as part of the final submission. The specifications shall be categorized by repair types as identified on survey drawings.
2. Provide roof design services for College's roof replacement projects.
  3. Provide roof construction monitoring services for College's building renovation and new building construction projects.

4. Assist Campus Operation and Maintenance department to troubleshoot roof leaks and specify required repairs.
5. Provide peer review for roof related construction documents provided by other A/E on College's building renovation and new building construction projects.
6. Other tasks as required by the project.

**END OF SCHEDULE H**

**SCHEDULE I QUALIFICATIONS AND SCOPE OF SERVICES FOR FACILITIES  
CONDITIONS ASSESSMENT CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Offeror shall have substantial experience conducting facilities infrastructure survey and documentation for higher education clients.
2. Offeror shall have substantial expertise in identifying deferred maintenance items through field survey and testing.
3. Offeror shall be capable of assisting College to prioritize deferred maintenance tasks based on the survey findings and develop budgetary requirements to clear those maintenance/replacement backlogs.
4. Offerors shall have substantial knowledge of the latest ADA, building and energy codes and be able to apply the knowledge to the required survey.
5. Offeror shall have the capability to organize all survey information in a database for easy retrieval and future updates.

**Scope of Services**

1. Conduct facilities assessment survey:
  - a. Inspect, document and grade the condition and deficiencies of the college's facilities
  - b. Identify and document deficiencies therein and corrective actions for each item
  - c. Identify code compliance deficiencies and corrective actions for each item
  - d. Provide useful life information and determine where each structure/system/major component falls within its life cycle
2. Develop prioritization systems for current conditions and identified deficiencies:
  - a. Priority 1: currently critical (projects requiring immediate action);
  - b. Priority 2: potentially critical (projects that will become critical within a year);
  - c. Priority 3: necessary-not yet critical (two to five years);
  - d. Priority 4: (six to 9 years);
  - e. Priority 5: (10 years);
  - f. Nice-to-have recommendations that has quick paybacks;
  - g. Installations grandfathered but not in conformance to current codes.
3. Prepare cost estimates for corrective actions based on scoring and appropriate escalations.
4. Identify opportunities for cost savings, increasing system efficiencies and performance, and cost avoidance.
5. Provide costs of inaction.
6. Provide an executive report, access to query data, and easily create reports
7. Provide routine maintenance and preventive maintenance recommendations to increase asset lifecycle.

8. Ability to have data in a specific format to upload to existing computer systems.
9. Other tasks as required by the project.

**END OF SCHEDULE I**

**SCHEDULE J QUALIFICATIONS AND SCOPE OF SERVICES FOR AEC/FM SOFTWARE INTEGRATION CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. The Offeror shall have expertise in wide range of construction management and facilities management software solutions.
2. The Offeror shall have expertise in Esri ArcGIS.
3. The Offeror shall have expertise in assisting educational institutions to adopt AEC software solutions in large campus settings.
4. The Offeror shall demonstrate a thorough understanding of the design, construction, and maintenance lifecycle processes of facilities
5. The Offeror shall have expertise in software applications and workflows related to design, construction and maintenance such as BIM, project management, and FM software.
6. The Offeror shall have expertise in software interoperability.
7. The Offeror shall have expertise in assisting educational institutions to adopt software solutions in large campus settings.
8. The Offeror shall have expertise in database design and integration.

**Scope of Services**

1. Evaluate and advise on BIM to FM processes for the College.
2. Advise on BIM standards for the College and develop standards compliance processes and custom scripts or settings.
3. 3D scans to BIM modeling services.
4. 4D BIM simulations.
5. Software on-site training.
6. Perform BIM modeling and coordination of models.
7. BIM clash coordination and reviews.
8. Develop BIM execution plan or assist College to review plans submitted by College's design consultants.
9. Develop AEC/FM/GIS solutions road map for the College.
10. Other tasks as required by the project.

**END OF SCHEDULE J**

**SCHEDULE K QUALIFICATIONS AND SCOPE OF SERVICES FOR FACILITIES MASTER PLANNING CONSULTANT**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Demonstrable expertise and capacity to prepare high quality Facilities Master Plans for College approval and adoption and State of Maryland endorsement.
2. Demonstrable experience in the collection, projection, and analysis of data, the identification of facility needs, and the development of recommendations to meet these needs over a 10-year period. The collection of data should be consistent and systematic to identify, evaluate, and address the conditions that affect the college's capital program. This will lead to the development of sound capital programming to guide the physical development of the college's facilities.
3. Demonstrable experience in developing 20-year land use plans.
4. Demonstrable expertise and capacity to prepare high quality Part I Facilities Construction Programs (justifications) and high quality Part II Facilities Construction Programs (programs of requirements).
5. Demonstrable experience in the analysis of a proposed project to determine whether it is economically feasible and technically feasible.

**Scope of Services**

1. Facilities Master Plans shall include:
  - a. Executive Summary
  - b. Overview of Institution: mission, vision, values; interrelationships among institutional units; institutional performance; internal and external factors; anticipated changes
  - c. Data: facilities, student, employee
  - d. Facilities assessment
  - e. Detailed description of programs, services and operations of the institution
  - f. Institutional evaluation
  - g. Identification of facilities needs for the 10-year planning period
  - h. Develop alternatives
  - i. Describe an implementation strategy with project phasing
2. Facilities Construction Programs shall include:
  - a. Part I:
    - Project information
    - Project justification: current facilities problems and contributing factors, detailed historical and projected data, project alternatives
    - Project scope: educational specifications
  - b. Part II:
    - Planning situation
    - Project scope: educational specifications
    - Standard instructions to the architecture/engineering consultants
    - Site development criteria
    - Building design criteria
    - Detailed space requirements including spatial relationships
3. Feasibility Studies shall include:
  - a. Feasibility studies will be requested as needed. The scope of services will be defined at that time. A feasibility study is an analysis that takes all of a project's relevant factors into account—including economic, technical, legal, and scheduling considerations—to

ascertain the likelihood of completing the project successfully. Project managers use feasibility studies to discern the pros and cons of undertaking a project before they invest a lot of time and money into it.

4. Other tasks as required by the project.

**END OF SCHEDULE K**

**SCHEDULE L QUALIFICATIONS AND SCOPE OF SERVICES FOR COMMERCIAL BUILDING ENERGY AUDITS AND ANALYSIS**

**Expertise and capabilities to be demonstrated by the Offeror:**

1. Firm is capable of producing high quality, revenue grade, energy audits, analysis and reports.
2. Has registered and degreed professionals capable of analyzing simple to complex commercial building energy systems.
3. Have demonstrated experience in providing ASHRAE Commercial Building Energy Analysis, Preliminary energy-use analysis (PEA), Level 1, 2 & 3 Audits and Targeted Audits and Reports.
4. Have expertise in managing energy audits in a multi-building campus setting.
5. Have demonstrated capabilities in measurement, verification and analysis.
6. Have capability of working with or providing the services of undergraduate, graduate and postgraduate students to facilitate this work.
7. Is or has capability of becoming a PEPCO C&I program service partner and meets the qualifications for providing services under the Maryland Energy Administration Grants Program.

**Scope of Services**

1. HVAC – Condition and operational assessment, recommendations for improvement/ replacement to effect energy and maintenance cost savings.
2. Electrical – Lighting system audit, analysis and retrofit recommendations.
3. Controls – Condition assessment of controls, sequence of operations, recommendation for retrofit and replacement.
4. Plumbing – Review of water bills, audit water consumption, condition assessment of domestic water metering of buildings, cost analysis, and sub-metering for reduction of sewer charges.
5. Measurement and Verification – Condition assessment of building metering/sub-metering, measurement and analysis of utility consumption for pre and post project cost verification.
6. Energy Analysis – As necessary, perform simplified (BIN) energy analysis or detailed DOE-2 building simulations.
7. Benchmarking – Use U.S. EPA Portfolio Manager and Energy Star, ASHRAE BEQ to quantify and compare building energy consumption. Prepare reports, graphs and analytics to quantify savings and program progress.
8. Internship – As necessary, provide opportunities for undergraduate, graduate and postgraduate student opportunities.
9. Energy Audits – Perform energy audits of various College buildings and central plants based upon ASHRAE Commercial Energy Audit procedures.
10. Life Cycle Cost Analysis – Prepare life cycle cost analysis of Energy Conservation Opportunities (ECO).
11. Central Heating and Cooling Plant – Perform condition and operational assessment of central plant and its distribution system. Make recommendations for operational improvement of demand management procedures.
12. Consultant Coordination – Participate with other College subject matter experts and consultants as necessary to complete a cohesive team.

**END OF SCHEDULE L**