

OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL TITLE: NEW CAMPUS FEASIBILITY STUDY
RFP NUMBER: E921-003
RFP CLOSING DATE: AUGUST 13, 2020 @ 3:00 PM



ADDENDUM #2

Issued: August 11, 2020

ADDENDUM PURPOSE:

- To provide the attached question and answer.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'P. Johnson', written over a horizontal line.

Patrick Johnson, MBA
Director of Procurement

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

NOTE: All proposals MUST BE RECEIVED **electronically** (NEW) by 3:00pm Eastern Standard Time on **August 13, 2020.**

REMINDER: Electronic proposal and addendum or addenda shall be sent to the following email address, on or prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu.

Company Name

Authorized Signature

Date

Printed/Typed Signature

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Vendor Question	Montgomery College Response
<p>Page 6 of the Q&A (Addendum #1) describes the level of detail required for site plans. If site plans are to be included under Deliverable 3: Buildout Scenario, is the expectation that this plan and buildout scenario will be conducted for a single selected site, based on the Deliverables 2 recommendation? If so, does the College expect some form of landowner negotiations to begin between Deliverables 2 and 3, such as a non-binding letter of intent?</p>	<p>As this is an RFP for a campus feasibility study, Montgomery College would not be in a position to negotiate, nor enter into any type agreement with a potential landowner. The buildout sought is a "scenario," not a plan and would be based on the planning directions developed through the previous Deliverables.</p>

***** End of Questions & Answers*****

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ADDENDUM #1

Issued: August 6, 2020

ADDENDUM PURPOSE:

- To provide the attached questions and answers.
- To provide the following clarification:
Vendor Proposal must be organized, as listed in section 5.2.1. In addition, attachment B (completed contractor information form), along with any addenda acknowledgements, should be submitted with technical proposal. These forms should follow item 5.2.7 (Completed Reference Form)

- To Change 2nd paragraph of section 5.3 to read:

“All Offeror’s proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on **August 13, 2020**. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include “Vendor Response to **RFP No. E921-003, New Campus Feasibility Study.**”

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink, appearing to read 'P. Johnson', written over a horizontal line.

Patrick Johnson, MBA
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ADDENDUM #1 – continuation

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REMINDER: Electronic proposal and addendum or addenda shall be sent to the following email address, on or prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu.

Company Name

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Vendor Question	Montgomery College Response
Is there a budget set aside for this effort?	Yes
Will the consultants be required to engage with the community members to establish goals and priorities through the Community Engagement Center?	Outreach to a variety of community members and stakeholders is essential, especially for Deliverable 1. Engagement with community members will form the basis of understanding academic and other needs of the community and ultimately lead to recommendations reflecting goals and priorities in part VI of Deliverable 1. A variety of methods and means to conduct the outreach may be required, and the College’s Community Engagement Center, as well as other College offices, may be able to play a role in that outreach.
Can you provide further detail on the scope of the Facilities Master Plan update (Deliverable #5), and confirm the deadline of November 30, 2020, prior to the other project deliverables?	Yes, the November 30 date is correct and was chosen in order to have the changes approved and submitted by February 1, 2021. Our staff has a structured methodology in preparing master plan amendments and you would be asked to work with them on this deliverable.
Will the consultant team be expected to set up a focus group to better understand focus area needs? And if so, will the College help us establish a focus group?	It is possible that several focus groups would be needed, yes. The College will work with the consultant to identify potential candidates to be a part of focus groups.
Will the consultant get access to the current student data and employee data – for e.g. where do they live, their current commute patterns, etc.?	We can provide information on where students live by zip code, but information about individual commute patterns is not gathered. Obtaining that would require a survey. Aggregate data on numbers of rides on Ride On is available (since MC students can use Ride On for free when registered for classes), but which students are travelling, and their origin/destination is not tracked.
Would a transportation analysis be required or desired as part of the master plan amendment?	A transportation analysis is not required for the facilities master plan amendment. A transportation analysis is envisioned as part of Deliverable 1 (section II.B).
Will the College be interested in exploring sustainable design strategies as part of build out scenarios?	Yes.

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What institutional resources will be made available to the project team for College history and project development history to date?	The College can provide the report and associated materials developed by an ad hoc internal committee in fall 2019/spring 2020.
In gathering data for focus area concentration, will inquiries with relevant resources be required to be kept confidential regarding the proposed project?	Most inquiries with sources concerning the focus area will not be considered confidential, especially with regards to Deliverables 1 and 5. The work surrounding the real estate analysis (Deliverable 2) should be kept confidential. We have also identified Deliverables 3 and 4 as being confidential.
Can the corporate and community partners for the East County Community Engagement Center be contacted on behalf of this proposed project?	Yes. It is expected that the successful consultant will work with the College point of contact in developing the outreach strategy and communications plan.
Is there an assumption that analysis be done in 2 views - pre and post COVID?	Taking historical information into account is helpful in understanding the changes and trends in the focus area. The main analysis will be best served by understanding the area as it is now—its composition, its residents and employers and their needs—and how it will be evolving in the future. There is also discussion in the higher education space that college will likely change post-covid, so understanding the nature of higher education, the mission of the community college and how they intersect with MC serving the east county will be important.
What level of detail is required in the operating budget (e.g., is there a need to include detail down to classroom amenities or will that come in a separate request)?	Generally, for MC, the <i>capital</i> budget should address construction/renovation and equipment/furniture costs. The operating budget would focus mainly on employees (faculty, staff, and administrators), ongoing expenses such as utilities, and program operating costs such as supplies. At this stage in the project, the operating budget is expected to address “broad strokes.” The successful consultant’s work will be informed by the College point of contact.
Will consultant have access to operating budgets for other 3 campuses?	Yes, the consultant will have access. All of the College’s budgets are in the public domain.
Will consultant have access to similar data at other campuses (i.e. operation budgets, real estate market condition; capital budget preference complexity?) Are any of these in the public domain?	Yes, the consultant will have access. All of the College’s budgets are in the public domain.

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<p>Will consultant have access to the full MC Master 2025 Strategic Plan, Academic Master Plan, Student Affairs Master Plan including any associated assumptions?</p>	<p>Yes, the consultant will have access to these documents, as well as access to their authors/stewards should clarification be needed. All of these documents are in the public domain.</p>
<p>In reference to the project schedule, can you clarify the deliverables of the master plan amendment due November 30? How does this relate to the real estate market analysis due March 30?</p>	<p>The Facilities Master Plan is an important planning document for community colleges in Maryland. College staff has a structured methodology in preparing master plan amendments and the successful contractor would be asked to work with them on this deliverable. Elements in the plan generally represent long-term intentionality, which is approved by the institution’s Board of Trustees, which is the legal governing body of a community college in Maryland. State and local capital budgeting funds can be sought only for projects included in the master plan, and MC has decided to amend its plan to include the east county campus by the next state deadline, which is February 1, 2021. In order to complete the amendment and have it approved by the Board of Trustees in time to meet the deadline, the November 30 deadline is required. There is no firm link between this master plan amendment and the real estate analysis, so the two can be considered independent projects.</p>
<p>As an ESOP, we are not required to have audited financial statements, will copies of our financial statements be sufficient to fulfill the requirements of item “5.2.9 Audited Financial Statement” in the Technical Proposal?</p>	<p>Yes</p>
<p>The RFP states we should prepare one (1) original hard copy of the submission for delivery to the office address provided prior to contract award. Due to COVID restrictions, can the request for a hard copy be waived?</p>	<p>This requirement will NOT be waived.</p>
<p>Is the College able to share a total project fee budget or target range?</p>	<p>Funding has been allocated for this project; however, funding amount is not available to share</p>
<p>Would any respondent be precluded from serving as the College’s designated broker on any future acquisition for site development or a lease?</p>	<p>Since this RFP does not speak to acquisition for site development or leasing, respondents would NOT be</p>

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	precluded from participating in future solicitations related to land acquisition or leasing services.
Please confirm that Deliverable #5 is to be prepared in advance of Deliverables 1-4.	Yes, it is correct that Deliverable 5 is to be completed in advance of Deliverables 1-4. The Facilities Master Plan is an important planning document for community colleges in Maryland. College staff has a structured methodology in preparing master plan amendments and the successful contractor would be asked to work with them on this deliverable. Elements in the plan generally represent long-term intentionality, which is approved by the institution's Board of Trustees, the legal governing body of a community college in Maryland. State and local capital budgeting funds can be sought only for projects included in the master plan, and MC has decided to amend its plan to include the east county campus by the next state deadline, which is February 1, 2021. In order to complete the amendment and have it approved by the Board of Trustees in time to meet the deadline, the November 30 deadline is required.
Can you confirm that the hard copy requested on page 22 of the RFP is not due by August 13 th ? We plan to submit the electronic proposal by August 13 with the hard copy to follow after.	That is correct; the hardcopy proposal is NOT due on August 13, 2020; however, it must be received prior to contract award.
What level of detail (LOD) is required on site plans?	Site plans require proposed: a. campus boundaries, b. interior and adjacent road networks, and c. building and athletic field footprints.
Do you have updated Facility Condition Assessments?	The College does not have a recent Facility Condition Assessment (FCA). We will provide the FCA from the last major revision to the Facilities Master Plan. We will also offer limited tours of facilities, using CDC guidelines for masks and social distancing.
Is Montgomery College staff available to manage logistics to set up in-person/virtual meetings with target stakeholders (e.g. HS and middle school	Yes, Montgomery College can partner with the successful consultant in managing the logistics of meetings with target stakeholders. If the meetings are in person, the College can work

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<p>students, school leaders and parents, employers, local government leaders)?</p>	<p>with community partners to identify and reserve space. If the meetings are virtual, the College has an account with Zoom to conduct online meetings.</p>
<p>Can you provide a budget range that is available for this project and the source of funding?</p>	<p>Funding has been allocated for this project; however, budget range information is not available.</p>
<p>Do you desire an evaluation of demand for in-person classes only, or do you want us to consider in-person/virtual/hybrid classes given changes in consumer demand or return to school conditions?</p>	<p>The College is interested in the demand for classes in general. This information is largely intended to help identify the academic programs to be offered. It is expected that classes would be provided on a new campus, others would be provided completely online, and others in a hybrid fashion (that is, portions on campus, and portions online). The effects on higher education caused by the global pandemic should also be factored into the consideration.</p>
<p>Section 2, page 8 – The College enrolls students from east county communities and the College operates a Community Engagement Center: Will MC provide the contractor with the number of enrolled students at other MC campuses as well as their area of study/coursework? What activities are provided by the Community Engagement Center and can MC provide utilization information to consultant?</p>	<p>Yes, the College can provide all of the above— enrollment data, students’ majors, and Community Engagement Center activities.</p>
<p>Section 3, pages 9 and 10 –Estimated Start Time of October 1, 2020 and a facilities master plan amendment (expected by November 30, 2020): With a start date of approximately October 1, 2020 and a deliverable of November 30, 2020 for the facilities master plan amendment, since this document precedes the work in the scope of services, is this document intended to be administrative in nature only or can you provide additional clarification as to the type of information required? Or are the dates incorrect?</p>	<p>Yes, the November 30 date is correct and was chosen in order to have the changes approved and submitted by February 1, 2021. Our staff has a structured methodology in preparing master plan amendments and the successful contractor would be asked to work with them on this deliverable.</p>
<p>Section 3, page 11 –Introduction A-E:</p>	<p>Yes, the College has ample documentation on the topics listed in the Introduction, and will provide</p>

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<p>Should we assume that much of this information would be provided to the consultant from the College or does this information need to be developed?</p>	<p>them to the successful consultant. It is expected that the consultant would apply a “critical eye” to these topics, assure that nothing has been overlooked, and help to develop a firm foundation for communicating the breadth and depth of the legal, regulatory, and accreditation requirements in establishing a new campus.</p>
<p>Section 3 –III, pages 11 and 12 – Directory of Employers:</p> <p>Should we assume that there will be a workforce development offering at the east campus location?</p>	<p>Community colleges often distinguish credit programs between those that lead to transfer after completion of 60 credits (“transfer programs”) and those that lead to employment after completion of 60 credits (“workforce development programs”). We also offer noncredit courses and programs of varying length that lead to employment or enhance skills to improve employment or advancement opportunities (also referred to as “workforce development”). We expect that a new campus would offer some mix of credit and noncredit programs, both transfer and workforce development. Determining the specific programs will be informed by this feasibility study and be influenced by part IV of Deliverable 1.</p>
<p>Section 5, page 19 –5.2.1 – Audited Financial Statement:</p> <p>We are a limited liability corporation and do not have an audited financial statement to provide, can this requirement be waived or substituted with some other statement or document?</p>	<p>A financial review will be accepted, in the absence of an audited financial statement.</p>
<p>Section 5, page 35 – Attachment F – Mid-Atlantic Purchasing Team Rider Clause:</p> <p>Should we assume that Attachment F is not applicable for this response?</p>	<p>Unless another community college are requesting the exact services required in this Request for Proposal, Attachment F would not be applicable.</p>

***** End of Questions & Answers*****



Office of Procurement
9221 Corporate Blvd
Rockville, MD 20850

REQUEST FOR PROPOSAL (RFP)

RFP NO. E921-003

RFP TITLE: NEW CAMPUS FEASIBILITY STUDY

All proposals MUST BE RECEIVED **electronically** by 3:00 PM EST time on **August 13, 2020.**

Prices must remain firm for **120 DAYS AFTER PROPOSAL CLOSING DATE AND TIME**

Proposal Bond Requirements: NONE

**Performance, Labor and
Material Bond requirements: NONE**

Pre-proposal Conference: NONE

MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

**Patrick Johnson, MBA
Director of Procurement**

NOTE: Prospective Offeror's that 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 any 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION

1.1 Intent

It is the intent of this Request for Proposal to provide Montgomery College with a new campus feasibility study in accordance with the terms, conditions, and specifications described herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

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

1.2 (New) Electronic Bid Submittal Due Date

All responses to this Request for Proposal must be submitted electronically, in two separate attachments. One attachment shall consist of the Technical Proposal, and the second attachment shall consist of the Price Proposal. Both attachments shall be sent together, in a single email. See **Section 5 Proposal Submission** for complete submission instructions.

Electronic proposal and addendum or addenda, if applicable, shall be sent to the following email address by the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. All responses to this Request for Proposal are due by **August 13, 2020** Eastern Standard Time (EST). **No responses will be accepted after this date and time.** In the event that the College is closed on the RFP closing date, due to an unforeseen circumstance, the RFP will close at the stated time on the next open business day, unless the Offeror is notified otherwise.

1.3 Contact Information

Request for information or technical questions related to this solicitation should be directed to **Patrick Johnson**, at Patrick.johnson@montgomerycollege.edu. The Bidder may not initiate contact with any other College representative about this bid. All inquiries and questions must be submitted in writing via email and received by 3:00pm on **August 5, 2020**. All questions received by the noted deadline will be answered and sent to all proposing firms via issuance of an addendum. No questions will be accepted after this date.

1.4 Addenda

The College will issue an addendum or addenda to all prospective Offeror’s known to have received the document, if it becomes necessary to issue any. Only answers provided via an addendum issued by the Procurement Office will be binding. However, Offeror’s bear sole responsibility for downloading all addenda, if any, for this RFP from the College Procurement website at <http://www.montgomerycollege.edu/procure/> and it is the responsibility of the Offeror to check this site for any addenda before submitting a proposal. Acknowledgement of the receipt of all addenda must accompany the Offeror’s proposal, and all addenda shall become part of the RFP documents. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such addenda.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.5 Proposal Validity

Offeror's must hold their proposal prices for 120 days after the award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-solicit the contract or to award the contract to the next highest evaluated Offeror.

1.6 General Conditions and Instructions

Offeror's shall refer to, understand, and agree to Attachment D, General Conditions and Instructions, of this proposal. The College reserves the right to reject as non-responsive any offer that objects to any of the terms, conditions, or specifications of this RFP.

1.7 Submitted Pricing

All pricing is FOB Destination. Pricing must be submitted on the Price Proposal page (Section 6). The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award. The College reserves the right to request additional related services in support of its operations, and fees for those services shall be negotiated accordingly. The College is exempt from State of Maryland sales use tax and federal excise tax, and the College will not pay or reimburse those taxes.

1.8 References

The Offeror must provide three (3) references, with whom Offeror has provided similar services within the past three years. All references must include organization name, contact name, mailing and email address, telephone number, and service dates. Cited references must be able to confirm, without reservation, the Offeror's ability to provide services in accordance with the requirements contained in this solicitation. The College reserves the right to reject a proposal based on an unsatisfactory reference; use itself as a reference, if applicable; request additional references; contact any non-reference clients that have utilized Offeror's services; or require a site visit to one or more of the Offeror's reference locations.

1.9 Subcontractors

The College seeks proposals from Contractors performing all requested services and will enter into an agreement only with the selected Offeror. **No portion of the work shall be subcontracted without the prior written consent of the College throughout the terms of the contract, including renewals and extensions.** In the event the Contractor desires to subcontract part of the services specified herein, the Contractor shall furnish the company or individual name(s), contact name, mailing and e-mail addresses, qualifications, and experience of the proposed subcontractor(s), as well as a description of the services to be performed by the subcontractor. The primary Contractor shall remain fully liable for the work performed by the subcontractor(s) and shall assure compliance with all requirements of the contract if approved by the College. The College reserves the right to reject any proposed subcontractor in its own best interest.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.10 Proposal Evaluation

Proposals submitted in response to this solicitation will include evaluation as follows:

1.10.1 Offeror is **responsible** – Offeror demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:

- 1.10.1.1 Offeror has the equipment, ability, and experience to perform the work as stated in the specifications listed in this RFP.
- 1.10.1.2 Offeror is financially stable.

1.10.2 Offeror is **responsive** – Offeror follows RFP submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:

- 1.10.2.1 Offeror has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this RFP.
- 1.10.2.2 Offeror has provided all documentation and samples requested in the Scope of Work/Specifications.

1.11 Proposal Rejection

The College reserves the right to reject any or all offers received as a result of this Request for Proposal. Offers may be rejected for any of the following reasons:

- 1.11.1 Failure to meet the mandatory specifications and requirements.
- 1.11.2 Failure to respond in a timely manner to a request for additional information, data, etc.
- 1.11.3 Failure to supply appropriate and favorable client references.
- 1.11.4 Submittal of an incomplete Price Proposal page.
- 1.11.5 Failure to sign the proposal.
- 1.11.6 Failure to return any addenda acknowledgements
- 1.11.7 Submittal of conditional, alternate or multiple proposals.
- 1.11.8 Failure to demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.11.9 Failure to provide samples and/or demonstration materials that are representative of the quality level sought by the College, if requested.

1.12 Required Submittal List RFP Packet should be returned in its entirety

- Technical Proposal, along with the following:
 - Reference Form (Attachment A)
 - Contractor Information Form (Attachment B)
 - Conflict of Interest Statement (Attachment D)
 - Subcontractor List, if applicable
 - Acknowledgement of Receipt of Addenda, if applicable
- Price Proposal (Section 6)

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

1.13 Failure to Submit

Failure to provide any of the items noted in Section 1.12 may deem a proposal non-responsive.

1.14 Contract Award

An award will be made in the best interest of the College to the highest evaluated responsible, responsive Offeror that can meet or exceed the terms, conditions, and specifications of this solicitation. Evaluation of Offeror's will be based on Offeror qualifications, competitive pricing, and references. The evaluation for award will be made on the basis of payment to the Contractor in Net 30 Days from the date an acceptable invoice is received by Montgomery College. The College may cancel this Request for Proposal or reject any or all proposals in whole or in part.

1.15 Contract Documents

The Request for Proposal in its entirety, the Offeror's proposal, and the College purchase order will form the contract. Offeror's requiring their signed contract or terms and conditions separate and apart from the foregoing must submit such a contract, terms, and conditions with their response. The contract will be examined and evaluated along with the Offeror's proposal. The College reserves the right to reject the Offeror's contract form and terms and conditions.

1.16 Contract Modification and Amendment

The College retains the unilateral right to require changes in the Scope of Work, as long as the changes are within the general scope of work to be performed hereunder. The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the Contractor performs additional work on the project.

The Contractor cannot accept purchase orders/requests for services or products that are not covered in this contract or make changes to the scope of work unless a price for those services or products has been negotiated with the Procurement Office, and the Contractor has received a signed contract amendment from the Procurement Office.

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1.17 INSURANCE REQUIREMENTS

The Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen’s Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor’s operations under this contract, or by anyone else directly or indirectly employed by him/her. Certificate of insurance is due within 10 days of notice of award.

The Contractor shall maintain insurance in force at all times during the term of this agreement, with an insurance carrier approved or licensed to do business in the State of Maryland acceptable to the College, and with the following minimum insurance coverage.

Workers compensation Insurance covering the Contractor’s employees

As required by Maryland State law with the following minimum limits:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Commercial General Liability Insurance, excluding automobiles Owned or hired by the Contractor, with limits as follows:

Bodily Injury and Property Damage:

\$300,000 combined single limit of bodily injury and property damage

- Contractual Liability – Premises and Operations
- Independent Contractors

Comprehensive Automobile Liability - Providing bodily injury and property damage coverage for owned Vehicles and non-owned vehicles with limits as follows:

Bodily Injury:	\$100,000 each person
	\$300,000 each occurrence
Property Damage:	\$300,000 each occurrence

Additional Insured - Montgomery College shall be named as an additional Insured on all liability policies.

These coverage’s and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Contractor. The insurance shall provide that policy coverage will not be cancelled, altered or materially changed without sixty (60)-calendar days’ 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.

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SECTION 1 – PROPOSAL AND CONTRACT INFORMATION -continued

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. The Contractor shall provide liability insurance coverage for material and/or equipment stored for the College for which the Contractor has received payment in an amount of that equaling its replacement value. Such insurance shall specifically identify the materials and/or equipment and shall name the College as an additional insured. The Contractor shall provide the College with evidence of such insurance. In the event that the Contractor’s insurance is terminated, the Contractor shall immediately obtain other coverage. Lack of insurance during life of contract shall be grounds for immediate termination of contract.

1.19 Certificate of Liability Insurance

The Contractor shall furnish the College a Certificate of Liability Insurance as evidence of the required coverage within seven (7) days of award of the contract. Such insurance shall name the College as an Additional Insured. Policy and Certificates of Insurance shall reference Montgomery College Contract No. **e921-003**. If multi-year contract, current certificates must be provided to the College throughout the contract term.

1.20 Termination of Insurance

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

1.21 Contract Assignment

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of the contract or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the College, and consent to such assignment shall not be unreasonably withheld or delayed. Unless otherwise agreed to in writing by the College, the assignee shall bear all costs incurred by the College, directly or indirectly, in connection with or as a result of such an assignment.

1.22 Contract Deadlines and Failure to Deliver

The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. Additionally, if the Contractor fails to comply with established delivery requirements, the College reserves the right to make an open market purchase of required services and items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

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1.23 Contract Billing

Summary billing for a lump sum amount is not an acceptable format on invoices billed to the College and any invoice presented for payment that lacks itemized billing may be returned. Minimally, invoices must include the College purchase order number. All true and correct invoices must be mailed to Montgomery College, Accounts Payable Office at 9221 Corporate Blvd, Rockville, Maryland 20850 or e-mailed to accountspayable@montgomerycollege.edu.

1.24 Public Record and Proprietary Information

The information contained in Proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. **Offeror's must clearly mark any information considered proprietary and confidential.** The College will honor requests for confidentiality for information of a bona fide proprietary nature as permitted under the Federal Freedom of Information Act and the Maryland Public Information Act.

1.25 Confidentiality

The Contractor agrees to maintain in strict confidence Montgomery College's confidential information as listed herein. The Contractor may use the College's confidential information solely to perform the services required, as listed herein and may not disclose such information to any person or entity without the expressed written consent of Montgomery College.

The information contained in proposals submitted for the College's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Offeror's must clearly mark any information considered proprietary and confidential. The College will honor requests for confidentiality for information of a proprietary nature. Pricing may not be deemed confidential.

1.26 Tobacco and E-Cigarette Policy

Montgomery College is a tobacco-free institution. The use of tobacco and e-cigarette products is prohibited in all indoor and outdoor College-owned property and facilities, including all buildings and building entrances; walkways; recreational and athletic areas; parking lots; bus stops/shelters; College owned or leased vehicles; and facilities leased and controlled by the College as well as at meetings or conferences sponsored by the College, regardless of the location. This use prohibition extends to the Contractor's employees, agents, subcontractors, and Contractors.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.1 Background

Montgomery College was founded in 1946 to serve the postsecondary education and training needs of the residents of Montgomery County, Maryland. The first campus opened in Takoma Park, Maryland, in 1950, and is situated in the southern county on the border with the District of Columbia. In 1965, the second campus opened in Rockville, which is closer to the center of the county. And in 1978, the Germantown Campus, farther north of Rockville, opened. The existing three campuses make an almost-straight line through the middle of the county. The locations are convenient for many county residents. As the county has grown, the population of the east county has increased. The College enrolls students from east county communities, but traffic congestion and public transportation routes for access to College campuses can come at significant time and cost to residents of the Eastern County. The College operates a Community Engagement Center in the Eastern County and, through it, has strengthened relationships and services for residents. Providing broader postsecondary education opportunities in the Eastern County will enhance the lives of the residents and strengthen the county’s workforce through programs offered by Montgomery College.

2.2 Purpose

Montgomery College is seeking a highly qualified consultant to conduct research and analysis to provide background information, trends, insights, budget estimates, facilities master plan amendment, and buildout scenario on behalf of the Montgomery College Board of Trustees and the President regarding the feasibility and merits of establishing a Montgomery College campus in the portion of Montgomery County designated “Eastern Montgomery”(see Appendix A), referred to in this document as the “Focus Area.” The area designated as Eastern Montgomery County contains portions of or the entirety of 10 Zip Codes: 20707, 20860, 20861, 20862, 20866, 20868, 20901, 20903, 20904, and 20905.

2.3 Summary Activities

- Research, document key findings, and compose reports that contain recommendations regarding the details, timelines, programs, and costs associated with opening a fourth campus of Montgomery College in eastern Montgomery County.
- Interact with residents, students, employers, and others in the Focus Area; with the College’s Board of Trustees, President, Administrators, faculty, staff, and students; with the College’s community partners, especially those operating in eastern Montgomery County; with local government staff (e.g., Montgomery County Planning Department); with state government staff (e.g., Maryland Higher Education Commission); and, if and as needed, elected local, state, and federal leaders.
- Conduct periodic in-person (or remote, as appropriate) presentations to Montgomery College leadership, Board of Trustees, administrators, community members, and, if and as needed, government officials and elected leaders.

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SECTION 2 – BACKGROUND AND SCOPE OF SERVICES

2.4 Project Timeline

Anticipated project timeline: October 1, 2020 through June 30,2021

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SECTION 3 – PROJECT DELIVERABLES

3.1 Project Deliverables

The five deliverables sought are:

- A market analysis and community needs report and recommendations **(expected by December 31, 2020, but no later than June 30, 2021)**.
- A real estate market analysis and recommendations **(expected by March 31, 2021, but no later than June 30, 2021)**.
- A buildout scenario with capital budget **(expected by April 30, 2021, but no later than June 30, 2021)**.
- Operating budget estimates **(expected by May 31, 2021, but no later than June 30, 2021)**.
- A facilities master plan amendment **(expected by November 30, 2020)**.

The successful vendor must provide a professionally written document for each of the deliverables in addition to appropriate slide decks, which use Montgomery College templates, for various presentations to be made by the successful vendor and/or College officials. All research, documents, and slide decks will become the property of Montgomery College.

The deliverables generally build on one another and conclusions from one will influence the next. The timeline is designed so that all deliverables are completed by June 30, 2021, but the successful vendor should anticipate completing deliverables in sequence and incorporating College evaluation and feedback about a deliverable into the work on the next. It is expected that there will be close communication and collaboration between the successful vendor and the College as the work is being done.

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SECTION 3 – PROJECT DELIVERABLES -continued

Deliverable 1: A Market Analysis and Community needs Report and Recommendations

Conduct research through methods that include focus groups, surveys, and other methodologies as appropriate, and utilize existing government-produced data sets (e.g., Montgomery County Planning Department data, U.S. Census Bureau data, etc.) and existing reports produced by Montgomery College as appropriate, to compose a market analysis and community needs report and recommendations. Work with appropriate College offices and specific units within the Office of the President, Academic Affairs, Student Affairs, Administrative and Fiscal Services, and Advancement and Community Engagement as needed and directed in the conduct of the project. Where data are reported, they should be provided for the overall Focus Area and, to the extent possible, for each Zip Code. The sections of the deliverable report are negotiable (as information develops), but are expected to include at least the following:

I. Introduction

- A. Brief history of Montgomery College, its founding and mission, and the establishment of the Takoma Park/Silver Spring Campus, the Rockville Campus, the Germantown Campus, the Workforce Development and Continuing Education centers in Gaithersburg and Wheaton, and the Community Engagement Centers in Gaithersburg and the East County.
- B. Documentation of the Montgomery County Government’s historical and current interest in opening a Montgomery College campus in the Focus Area.
- C. The College’s local, state, and, if applicable, federal legal and regulatory requirements in considering the establishment of a new campus in the Focus Area.
- D. The College’s accreditation requirements in considering the establishment of a new campus in the Focus Area.
- E. The authority of the Montgomery College Board of Trustees in the establishment of a new campus in the Focus Area.

II. Focus Area Composition

- A. Directory and evaluation of incorporated jurisdictions and unincorporated areas that compose the Focus Area, noting any jurisdictions with local regulatory approval authority
- B. Evaluation of the public and private transportation access and capacity within the Focus Area, especially as they pertain to identifying the preferred location for a Montgomery College campus
- C. Evaluation of zoning designations, especially as they pertain to identifying the preferred location for a Montgomery College campus

III. Focus Area People, Employers, and Organizations

- A. Comprehensive and disaggregated data regarding the residents of the Focus Area, including racial and ethnic demographics, age and gender distribution; for school-aged residents, the rate of Free and Reduced Meals program participation; for adult residents, distribution of education attainment, income levels, employment categories; and for all residents, countries of origin and languages spoken

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SECTION 3 – PROJECT DELIVERABLES -continued

- B. Trends for the Focus Area and how its residents, employers, schools, and communities have changed and grown over recent decades and how they are projected to change in the future
- C. A directory of employers in the Focus Area, including number of employees, NAICS code, and physical address, and aggregate comparison to employers across Montgomery County
- D. Future trend information on employer needs for strategic talent in the Focus Area, including top employment categories and educational requirements for strategic talent areas identified, and aggregate comparison to employers across Montgomery County
- E. A directory of government services located in or operating in the Focus Area (e.g., libraries, recreation centers, etc.), including services offered and physical address
- F. A directory of civic organizations located in or operating in the Focus Area (e.g., the East County Advisory Board, chambers of commerce, professional organizations, nonprofits, neighborhood organizations and homeowners' associations, including function and physical address
- G. A directory of public and private elementary schools, middle schools, and high schools located in or operating in the Focus Area, including institution population, physical address, and auxiliary supporting organizations (e.g., Parent Teacher Associations)
- H. A directory of public higher education institutions, private higher education institutions, and other post-secondary training organizations located in or operating in the Focus Area and in neighboring jurisdictions, including institution student enrollment, programs offered, and physical address

IV. Focus Area Interest and Needs

Research innovative community college educational best practices and successful models, and use this information as a basis to report on the educational needs of the resident and employers in the Focus Area and ascertain how those needs align with Montgomery College's credit and noncredit programming. This section should include data and narrative regarding the following.

- A. High school and middle school students' educational interests
- B. School leaders' and Parent-Teacher Association leaders' post-secondary educational aspirations for high school and middle school students
- C. Adults' educational needs, especially related to skills training for employment or advancement
- D. Employers' needs for employees and specific skill sets of interest to them, as well as perceptions of these organizations regarding their potential value as collaborators and supporters of Montgomery College (employers should include large and small businesses; large and small nonprofits; and local, state and federal government agencies, such as the Food and Drug Administration)

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- E. The College’s community partners’ input regarding the community’s needs, as well as perceptions of these organizations regarding their potential value as collaborators and supporters of Montgomery College
- F. Montgomery County government agency leaders’ input regarding the community’s needs, as well as perceptions of these organizations regarding their potential value as collaborators and supporters of Montgomery College.
- G. Montgomery College employees’ suggestions for the College’s expansion into the Focus Area.
- H. The potential for public-private partnerships to advance the mission of Montgomery College in the Focus Area.

V. Summary of Major Findings

Summarize major findings of Focus Area research with emphasis on Focus Area residents’ educational needs, potential needs for student financial aid and student support, employer hiring and skill needs, projected student enrollment over at least a five-year period, any potential impact on enrollment at existing Montgomery College campuses, potential College partnerships, potential public-private partnerships, and the College’s capacities to meet these educational and service needs.

VI. Recommendations

Provide recommendations regarding how the College can meet legal and regulatory processes required in opening a fourth campus; higher educational credit and noncredit programming needs of residents in the Focus Area; potential student services to be offered; other potential community services to be co-located at the College’s location; and potential private sector, nonprofit sector, and government sector partnerships in the Focus Area.

Deliverable 2: A Real Estate Market Analysis and Recommendations

Based on conclusions and College evaluation of Deliverable 1, conduct research through appropriate channels to compose a real estate analysis of potential sites that may be appropriate for Montgomery College to establish a fourth campus. Considerations should include, but are not limited to, square footage, construction/renovation needs, zoning, parking availability, ease of access via surface roads, access to public transportation, and appropriate infrastructure, and any other relevant factor in considering real estate options. This deliverable will be a confidential document. Work with appropriate College offices and specific units within the Office of the President, Academic Affairs, Student Affairs, Administrative and Fiscal Services, and Advancement and Community Engagement as needed and directed in the conduct of the project. The sections of the deliverable report are negotiable (as information develops), but are expected to include at least the following:

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SECTION 3 – PROJECT DELIVERABLES -continued

- I. Real estate options
 - A. Potential locations for operation in the Focus Area, including options to purchase existing structures or to purchase land and build structures on the land
 - B. Interim options that could be utilized, if necessary, prior to a campus being established, including leasing of commercial space or partnership with publicly owned and operated space
 - C. Potential for special spaces within each option that include a convocation center, athletic facilities that meet National Junior College Athletic Association Division I requirements (for NJCAA Division I soccer, Division II basketball, and Division II volleyball), student housing, faculty housing, a College virtual hub, and Early College offerings
- II. Summary of Major Findings

Summarize major findings of real estate options with emphasis on the strength of each in providing the space for the College to serve the residents of the Focus Area.
- III. Recommendations

Provide confidential recommendations regarding the College’s real estate options in the Focus Area.

Deliverable 3: A Buildout Scenario with Capital Budget

Based on conclusions and College evaluation of Deliverables 1 and 2, compose a multi-year buildout scenario associated with the real estate recommendation in Deliverable 2 that addresses the various cost factors associated with the buildout of the property. This deliverable will be a confidential document. Work with appropriate College offices and specific units within the Office of the President, Academic Affairs, Student Affairs, Administrative and Fiscal Services, and Advancement and Community Engagement as needed and directed in the conduct of the project. The sections of the deliverable report are negotiable (as information develops), but are expected to include at least the following:

- I. Multi-year buildout scenario with phased buildout timeline, proposed square footage, proposed number of classrooms, labs, offices, meeting spaces, etc., for a fourth campus.
- II. Capital budget requirements to be sought through public sources for each phase of the buildout.

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Deliverable 4: Operating Budget Estimates

Based on conclusions and College evaluation of Deliverables 1, 2, and 3, compose five annual operating budget projections starting with the year that the fourth campus would open based on recommended credit and noncredit programming, recommended student services, recommended special spaces, and recommended real estate. This deliverable will be a confidential document. The sections of the deliverable report are negotiable (as information develops), but are expected to include at least the following.

- I. Projected annual revenue and expenses over the first five years of operation for a credit-based institutional operating budget for operations at a fourth campus, based on projected enrollments, program offerings, student services, and special spaces.
- II. Projected annual revenue and expenses over the first five years of operation for a noncredit-based Workforce Development and Continuing Education budget for operations at a fourth campus, based on projected enrollments, program offerings, student services, and special spaces.

Deliverable 5: A Facilities Master Plan Amendment

Compose an amendment to the College’s Facilities Master Plan to be submitted to the Maryland Higher Education Commission. Work with appropriate College offices and specific units within the Office of the President, Academic Affairs, Student Affairs, Administrative and Fiscal Services, and Advancement and Community Engagement as needed and directed in the conduct of the project. The sections of the deliverable report are negotiable (as information develops), but are expected to include at least the following:

- I. Enrollment Projections and Offerings
 - A. Data on where potential students will come from, demographic information, income levels, and educational aspirations
 - B. Potential program offerings for the Focus Area in the year it is projected to open for operations
 - C. Market analysis of the Focus Area population’s interests and intentions to attend a new campus

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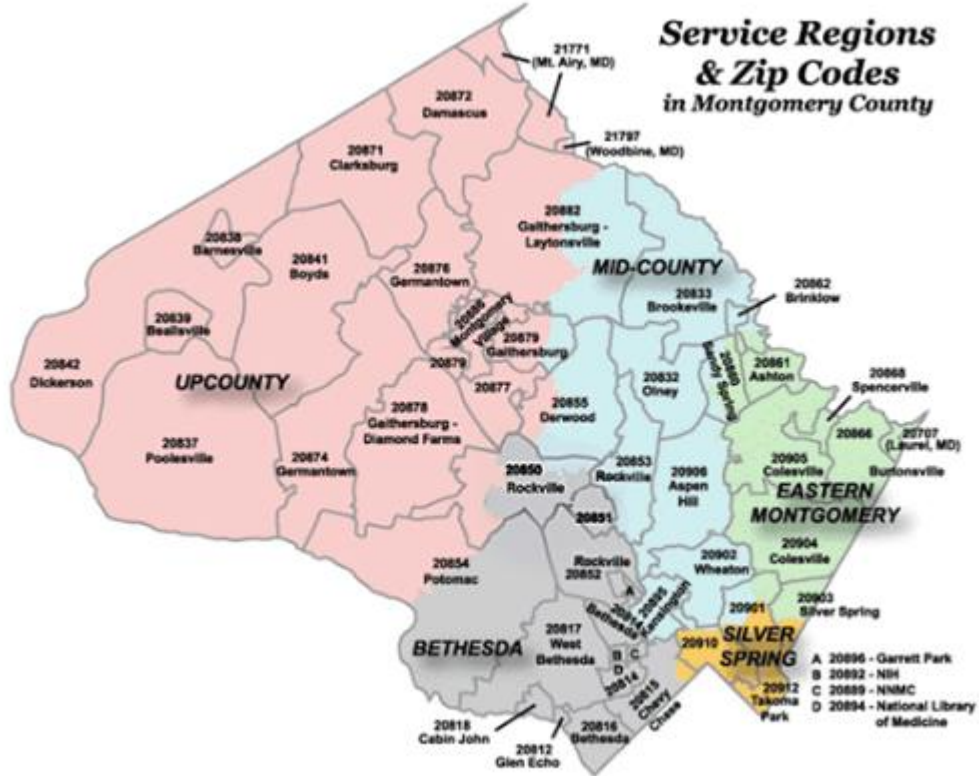
SECTION 3 – PROJECT DELIVERABLES -continued

- II. Updated Sections of the College’s Facilities Master Plan
 - A. Updated sections for the College’s Facilities Master Plan to be completed no later than November 30, 2020, with public comments in December 2020, presentation to the College’s Board of Trustees in January 2021 for approval, and submission to the Maryland Higher Education Commission by February 1, 2021
 - B. This amendment must align with the *Montgomery College 2025* strategic plan, the Academic Master Plan, and the Student Affairs Master Plan

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APPENDIX A



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SECTION 4 – PROPOSAL EVALUATION AND AWARD

4.1 Evaluation

4.1.1 Evaluation Process

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College, and its decision will be final.

Technical Proposals will be opened first at the date and time advised in the RFP documents, and evaluated by a College Evaluation Committee. The Price Proposals remain sealed and are held by the Procurement Office. Evaluation of Technical Proposals will be based on the criteria provided in the RFP, the substantiated ability of an Offeror to perform the required services, and the Offeror’s responsiveness to the RFP requirements.

4.1.2 Evaluation Criteria

Technical Proposals will be initially evaluated and scored by the College Evaluation Committee based on the following criteria: **Highest possible score = 150**

Criteria:	Max Available Points
Statement of Qualifications	50
Project Understanding and Approach	25
Key Personnel	10
Past Experience (References)	15
Price Proposal	50

4.1.3 Technical Proposal

Statement of Qualifications, Project Approach, Key Personnel and Past Performance make up the technical proposal.

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SECTION 5 – PROPOSAL SUBMISSION

5.1 Proposal Organization

The proposal shall be organized using the following outline; responses to each requirement will be in order and clearly marked with the section number to which they respond. All responses must comply with the sequence and items as presented in Paragraph 5.2, RFP Outline, which lists the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner, and provide sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. Offeror's are expected to examine the entire Request for Proposal, including all specifications and instructions, failure to do so will be at the Offeror's risk. Each Proposer must furnish the information as required by the RFP.

5.2 Required Proposal Submittals

A submittal consisting of the Technical Proposal and the Price Proposal is required when responding to this Request for Proposal.

5.2.1 Included in Technical Proposal, are the following:

- Transmittal Letter
- Statement of Qualifications
- Project Approach
- Key Personnel
- Completeness of Proposal
- Completed Reference form (Attachment A)
- Subcontractor Listing (if applicable)
- Completed Contractor Information form (Attachment B)
- Conflict of Interest Statement (Attachment D)
- Acknowledgement of Receipt of Addenda (if applicable)
- Audited Financial Statement

Offeror's Proposal shall be organized in the following manner:

5.2.2 Transmittal Letter

The transmittal letter must be prepared on the Offeror's business stationery. The letter must introduce the company and give a brief history of the organization and the contact person responsible for the project. The letter should summarize the key points of the proposal; must indicate the Offeror's understanding of the College's requirements; and demonstrate the Offeror's ability to provide the requested services. An individual authorized to represent the Offeror for this RFP must sign the letter.

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SECTION 5 – PROPOSAL SUBMISSION-continued

5.2.3 Statement of Qualifications

This contract requires specialized services. Offeror's statement of qualifications must address the following:

- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.
- Previous demonstrated experience.
- Offeror's corporation/organization size, web presence, length of time the organization has been providing the required services listed herein, and key business relationships.

5.2.4 Project Approach

Clear understanding of the background and requirements of the Scope of Service. Demonstrate the tasks that must be accomplished to complete the project and a narrative description of the plan to execute them. The project approach and timeline shall be outlined in detail.

5.2.5 Key Personnel

Identify key personnel, along with those of sub-consultants proposed, to be assigned to this project. Include proposed key personnel's project experience, with specific examples and identify their roles in the projects. Indicate current availability, proposed percentage of project involvement per project phase and indicate whether the proposed team has worked together on previous projects. Highlight the individuals who participated in the project examples.

5.2.6 Completeness of Proposal

The proposal is organized and complete in every detail, prepared in a simple and straightforward manner, sufficient detail to allow College evaluators a comprehensive and clear understanding of the Offeror's capabilities. All required document submittals must be included.

5.2.7 References (Past Performance)

The Offeror must submit three (3) references from current or former clients within the past three (3) years that are capable of confirming the Offeror's experience in providing the same or similar level of services. References from higher education institutions similar in size and scope to Montgomery College are preferred, but not required.

The College reserves the right to reject a proposal based on an unsatisfactory reference; to request additional references or contact any site using the Offeror's services; and to require a site visit to one or more of the Offeror's reference locations.

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5.2.8 Subcontractors

Each Offeror must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work related to this project.

5.2.9 Audited Financial Statement

Bidding firms must submit its most recent audited financial statement, with proposal. Failure of bidding firm to demonstrate financial responsibility, may render it non-responsible and constitute grounds for rejection.

5.2.10 Conflict of Interest Statement

Each Offeror must complete and submit the attached Conflict of Interest Statement and submit with proposal. Failure to return completed statement may result in of disqualification of offeror proposal.

5.2.11 Price Proposal

The price(s) offered on the Price Proposal must include all charges and costs including travel and other reimbursable costs incurred in the delivery of this procurement. Price Proposal shall be submitted in separately sealed envelope, and labeled "Price Proposal".

The Price Proposal must be completed in full, signed, and dated. Offers must submit the pricing of all line items to be considered for award; failure to do so will deem an Offer non-responsive.

5.3 (New) Electronic Proposal Submission Instructions

The following electronic proposal submission requirements supersede the delivery of bids, and bid signature requirements language in Attachment D: General Conditions and Instructions.

All Offeror's proposals must be submitted **electronically**, via one email. In the email, attach two separate PDF file attachments, by 3:00 p.m. Eastern Standard Time (EST), on _____. One attachment shall include the **Technical Proposal**, and the second attachment shall include the **Price Proposal**. Subject line of email must include "Vendor Response to **RFP No. E921-001, Library Contracting Services**."

Email address: vendor.proposals@montgomerycollege.edu

- **Any proposal received electronically after the specified deadline will be automatically rejected.**
- The subject line of the email must include the following: Request for Proposal (RFP) bid number and title.

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In addition to the electronic submission, one original hard copy proposal is also required. Hard copy proposal shall be delivered to the address listed below and must be received prior to contract award.

Montgomery College
Central Receiving Dept.
Attn: Office of Procurement
7602 Standish Place
Derwood, Maryland 20855

Request for Proposal (RFP) title/number should be reflected on outside of package, along with RFP closing date and time.

Note: Opening Hours: 9:30 a.m. – 2:30 p.m., **Monday through Friday**, Except for College Holidays
Phone Number: 240-567-5282

Proposals shall be certified, wet signed, and dated by a bona-fide agent of the Offeror, and include minority classification, if applicable. Failure to include all required submittals may render the Proposal non-responsive. The College will reject any offer without an authorized signature.

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SECTION 6 – PRICE PROPOSAL

All costs included in the completion of the new campus feasibility, as outlined herein.	\$ _____
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The prices offered on the Price Proposal must include all charges, costs, and fees incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Offeror's omission.

Montgomery College is tax exempt, certification provided upon request

By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

Company Name _____ Name _____

Title _____ Authorized Signature and Date _____

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RFP NUMBER: E921-003
RFP CLOSING DATE AND TIME: August 13 @ 3:00 PM

ATTACHMENT A - REFERENCES

REFERENCE 1	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

REFERENCE 2	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

REFERENCE 3	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Valid Email Address	
Title	
Telephone Number	
Service Dates	

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

References submitted by: _____
Company Name

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ATTACHMENT B – CONTRACTOR INFORMATION FORM

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

B.2 Minority Contractor: Yes No

If yes, please specify minority classification

B.3 Price adjustment (is is not) necessary for other public agencies as listed.

B.4 Please list any exceptions taken to any terms and conditions listed in the RFP. Please note any exceptions taken may affect the award of a contract or purchase order.

B.5 I/We certify that our firm is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any County, State, or Federal agency. I/We agree to notify Montgomery College should a change in this status occur.

Yes No

B.6 Please provide the following information:

Print clearly

Company Name		Years in Business	
Federal Tax Number		Dun & Bradstreet Number	
Street Address		City, State, Zip Code	
Telephone Number		Fax Number	
Contact Person		Title	
Cell Number		E-Mail Address	

Company Name

Name

Title

Authorized Signature and Date

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ATTACHMENT C – NO PROPOSAL RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned RFP for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

Company Name Name

Street Address Authorized Signature and Date

City, State, Zip Code Title

Please return to: Montgomery College Office of Procurement 9221 Corporate Blvd Rockville, Maryland 20850

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ATTACHMENT D – CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of its knowledge, no Montgomery College trustee, or employee, or spouse, parent, child, brother, sister of the trustee or employee, own assets in this business, and of this date are NOT employed by Montgomery College.

Company Name:	
Printed Name:	
Title:	
Signature:	
Date:	

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE PERIOD The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor’s performance must be consistent with the specifications contained herein and the Contractor’s bid. Failure to satisfy the “acceptance trial period of performance” may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor’s services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

ADDENDA The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

ADDITIONAL ORDERS Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

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

AUDIT Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor 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.

AWARD CONSIDERATIONS Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

BEHAVIOR OF CONTRACTOR EMPLOYEES The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, 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 Contractor’s responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The 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 Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor’s employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

BID AND PERFORMANCE SECURITY If bid security is required, a bid bond or cashier’s check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Vice President of Procurement deems the failure to be non-substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

BIDDING INSTRUMENTS Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

BRAND NAMES Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

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

CANCELLATION Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Vice President of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

COMPLIANCE WITH LAWS Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, 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 employment opportunity clause set forth in 41 CFR 60-250.4.

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 employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

CONTINGENT FEES Bidder 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 Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

CONTRACT AMENDMENTS The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

CONTRACT DEADLINES The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

CONTRACT DOCUMENTS Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

CONTRACTOR IDENTIFICATION Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

CONTRACT TERMINATION The contract may be terminated for any of the following reasons:

- Failure of the Contractor to meet the mandatory requirements as described in this bid.
- Failure of the Contractor to meet required deadlines.
- Failure of the Contractor to resolve problems in a timely manner.
- Lack of College funding.

CONTRACTORS This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

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

DELIVERY OF BIDS Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, 9221 Corporate Blvd, Rockville, Maryland 20850.

ERRORS IN BIDS Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

FAILURE TO DELIVER If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

INDEMNIFICATION The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

HAZARDOUS AND TOXIC SUBSTANCES Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

INSPECTION OF PREMISES If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

INSURANCE If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

MARYLAND PUBLIC INFORMATION ACT Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

MINORITY PARTICIPATION Pursuant to Board Resolution #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 projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

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

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

NON-DISCRIMINATION Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder 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 section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

NON-DISCRIMINATION POLICY The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy 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 Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors 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 Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

NON-VISUAL ACCESS The bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.”

NOTICE TO CURE The College reserves the right to cancel the contract if the Contractor’s performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

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

PREPARATION OF BID Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by “Notice of Intent to Award” and/or purchase order. A bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder’s place of business prior to award of contract to determine Bidder responsibility.

PRODUCT TESTING DURING TERM OF CONTRACT Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

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

REFERENCES Bidder must provide at least three references from former or current clients who can confirm the Bidder’s experience with projects that are similar in size or scope. All reference information must include the company’s name and address and the contact’s name and telephone number. The references provided must be able to confirm, without reservation, the Bidder’s ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

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.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

REJECTIONS AND CANCELLATIONS Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

RIGHT TO STOP WORK If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

SAMPLES AND CATALOG CUTS If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.____" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

SIGNATURE Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

SPECIFICATIONS AND SCOPE OF WORK The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

TAXES The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

TERMINATION BASED ON LACK OF FUNDING Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

TERMINATION FOR DEFAULT If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

TERMINATION FOR THE CONVENIENCE OF THE COLLEGE The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

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ATTACHMENT E – GENERAL CONDITIONS AND INSTRUCTIONS-continued

USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

WARRANTY Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

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ATTACHMENT F – 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/ and
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>