

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time



ADDENDUM #2
Issued: May 10, 2024

PURPOSE OF ADDENDUM:

- To replace attachment G-1 (A/E Consultant Supplemental General Conditions and Terms of Contract) provided in addendum #1, with updated attachment G-1 contained in this addendum.
- To provides answers to all questions received by the May 9, 2024, 3:00pm question submittal deadline.

All other specifications, terms and conditions remain unchanged.

A handwritten signature in black ink that reads 'Patrick Johnson'.

Patrick Johnson, MBA
Director of Procurement

Please **sign** below to acknowledge receipt of this Addendum and return with the proposal. If proposal has already been submitted, acknowledgement should be submitted separately. Failure to return this Acknowledgement of Addendum may deem a proposal nonresponsive.

NOTE: All proposals MUST BE RECEIVED **electronically** by 3:00pm Eastern Standard Time (EST) on **May 17, 2024**.

Electronic proposal and addendum or addenda shall be sent to the following email address prior to the submittal deadline date and time: vendor.proposals@montgomerycollege.edu. **No responses will be accepted after this date and time.**

Company Name

Authorized Signature

Date

Printed/Typed Signature

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT

This Attachment G-1 Consultant Supplemental General Conditions and Terms of Contract is part of and included in RFP e924-012 as if fully set forth therein. The terms “contract” and “agreement” are used interchangeably with the same meaning. The Contract Documents include this Attachment G-1. The College and the Offeror agree as follows:

1. QUALIFICATIONS OF THE OFFEROR

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

2. OFFEROR’S STANDARD OF CARE

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

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

3. SCOPE OF SERVICES TO BE PROVIDED BY THE OFFEROR

The Offeror shall provide the professional services as set forth in this Agreement.

3.1 Scope of Services

The Scope of Services to be provided by the Offeror are set forth in the "Request for Proposal for East County Campus Master Plan Consultant Services e924-012," and by this Agreement. Excluded from the Scope of Services are Supplemental Services described in Section 3.2.5 and Article 4.

3.2 Project Requirements

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 3.2.5 The Offeror shall be responsible for obtaining, where required and practical in the Offeror's opinion, the advice of consultants in fields associated with the Scope of Services and requirements of this Project. Consulting services provided not included within the Scope of Services required by this Agreement shall be considered as Supplemental Services and shall be provided as mutually agreed to in writing by the College and the Offeror prior to the start of any such services. The Offeror must obtain the College's written consent prior to engaging any consultants for Supplemental Services. Nothing in this Agreement shall be construed to limit the right of the College to otherwise contract with a third party for any supplemental architectural and other design professional consulting services the College may desire.
- 3.2.6 Intentionally deleted.
- 3.2.7 Intentionally deleted.
- 3.2.8 Time is an essential element of this Agreement and Offeror shall perform its services expeditiously consistent with the standard of care required by this Agreement. As soon as practicable after the date of this Agreement, the Offeror shall submit for the College's approval a schedule for the performance of the Offeror's services as stated in the Scope of Services and Deliverables in the RFP. Once approved by the College, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Offeror or College. With the College's approval, the Offeror shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.
- 3.2.9 Wherever in the Agreement the words "ensure", "ensuring", "assure", "obtain", or "obtaining" appear, it is intended to mean that it is the obligation of the Offeror to use all reasonable and normal care in executing the professional services required by this Agreement.
- 3.2.10 Except to the extent that the Offeror has knowledge or should have knowledge based on the standard of care herein that such reliance is reasonable, the Offeror shall investigate existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate the Offeror's design/plans for the Project and the construction of the Project related to Offeror's services. The Offeror shall identify for the College any incongruities observed between the design and reasonably discoverable conditions, and shall consult with the College on any special measures required of the College or Supplemental Service required to accommodate the investigation, including, without limitation, any further investigation which is necessary for the Offeror to perform its services free from negligent errors and omissions, and so that the Offeror's design will be reasonably coordinated with existing systems and construction.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 3.2.11 The Offeror shall review laws, codes, and regulations applicable to the Offeror’s services, including without limitation, building codes, fire codes, handicapped access laws, and similar laws, codes and regulations and adopted Montgomery County Master and Sector Plans, and Maryland National Capital Park and Planning approved development plans for studied sites, applicable to the development of the East County Campus and design of public buildings. The Offeror’s performance and design, and those of its consultants, shall conform to all applicable requirements imposed by governmental authorities having jurisdiction over the Project and to all applicable laws, codes and regulations. Changes in services that are required as a result of changes in codes or regulations that (i) are enacted or promulgated after final submission of the services and (ii) were not known to and could not have been reasonably anticipated by the Offeror, shall be considered a Supplemental Service.
- 3.2.12 The College shall have the right to disapprove any portion of the Offeror’s services. In the event that any portion of the Offeror’s services is not approved by the College, the Offeror shall proceed, when directed by the College, to revise the design or documents to attempt to satisfy the College’s objections. These revisions will be made without adjustment to the Offeror’s compensation, except if the services previously completed were reviewed and approved by the College.
- 3.2.13 Offeror shall not substitute, nor permit its consultants to substitute other personnel, without prior written consent of the College, which consent the College shall not unreasonably withhold. The College shall have the right in its sole but reasonable discretion to direct the removal from the Project any personnel of the Offeror or its consultants. This provision supersedes the provisions of Section 1.16 of the RFP.
- 3.2.14 The Offeror shall submit for prior approval by the College the names of all consultants, persons or firms, which the Offeror proposes to use in the execution of the services herein described. The College reserves the right, in its sole and reasonable discretion, to reject the employment by Offeror of any consultant for the Project to which the College has an objection. Offeror, however, shall not be required to contract with any consultant to which it has a reasonable objection. The Offeror shall be solely responsible for paying all consultants engaged by it unless otherwise agreed in writing by the College. The Offeror shall provide the College with a fully executed copy of each contract or agreement which the Offeror enters into with any consultant.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

3.2.15 The Offeror’s standard of care for the duties set forth herein shall at no time be in any way diminished by reason of any approval or acceptance by the College, nor shall the Offeror be released from any liability by reason of such approval by the College, it being understood that the College at all times is ultimately relying upon the Offeror’s skills and knowledge in performing the Offeror’s services. The College shall have the right to reject any portion of the Offeror’s services on the Project because of any fault or defect in the Project due to the plans, drawings and specifications, and other materials negligently prepared by the Offeror, and prompt notice of any such rejection shall be given by the College to the Offeror. The Offeror shall forthwith perform, without any additional cost or expense to the College, any and all such reasonable services as are required to correct or remedy any negligent act, error, or omission to the extent directly attributable to the plans, drawings and specifications and other materials prepared by the Offeror, in the performance of the services, or the services of the Offeror’s consultants or other persons employed by the Offeror, in accordance with the provisions of this Agreement. Should the Offeror refuse or neglect to correct or remedy such defects within a reasonable time after receiving notice requesting such correction or remedy, then the College may make such correction or remedy itself at the expense of the Offeror, and the Offeror shall reimburse the College for all reasonable expenses incurred by the College to make such correction or remedy. This commitment by the Offeror is in addition to, and not in substitution for, any other remedy for negligent services which the College may have at law or in equity, or both.

3.2.16 The Offeror shall coordinate its services with those services provided by the College and the College’s consultants. The purpose of such coordination is so that the services provided are performed in a reasonably efficient, timely and economical manner. Coordination shall include the resolution by Offeror of any inconsistencies in the Offeror’s services, including its design concepts, with the services provided by its consultants and the College’s consultants. Unless the Offeror has actual knowledge of errors, omissions or inconsistencies in information furnished by the College or College’s consultants, the Offeror shall be entitled to rely on the accuracy and completeness of services and information furnished by the College and the College’s consultants. The Offeror shall provide prompt written notice to the College if the Offeror becomes aware of any error, omission or inconsistency in such services or information.

4. SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE OFFEROR

4.1 Supplemental Services are not included in the Scope of Services but may be required for the Project. The Offeror shall provide supplemental services as may be directed by the College. The College shall compensate the Offeror as provided in Section 6.4.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

4.1.1 In the event the College directs the Offeror to perform any Supplemental Services or the Offeror notifies the College that other Supplemental Services may be necessary, the Offeror shall within seven (7) days of such request or notification submit to the College in writing a fee proposal to perform the Supplemental Services. The fee proposal shall include a description of the Supplemental Services to be performed, and a proposed fee for the services. If the College accepts the fee proposal, the College and Offeror shall sign a modification of services agreement in a form reasonably required by the College, and Offeror shall promptly proceed to perform the Supplemental Services for the agreed upon fee. If the College rejects the Offeror’s fee proposal, Offeror, only upon express written direction from College, shall proceed to perform the Supplemental Services. If Offeror performs services without College’s express written authorization, Offeror acknowledges that it does so as a volunteer and shall not be entitled to payment for such services. The College and Offeror shall promptly negotiate a fee for the Supplemental Services acceptable to the College and Offeror which shall be confirmed by the parties signing a modification of services agreement in a form required by the College. Additional fees shall be paid according to the terms of the modification of services agreement and this Agreement. The College is under no obligation to pay Offeror for such Supplemental Services until the parties execute a modification of services agreement. If the parties cannot reach an agreement on the fee for Supplemental Services, College may direct the Offeror to perform the Supplemental Services. The Offeror and College may proceed in accordance with Article 19, Claim and Disputes, of this Agreement to determine Offeror’s fee

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

5. COLLEGE’S RESPONSIBILITIES

5.1 To the extent permitted by law, the College will make available to the Offeror the relevant information in its files which may pertain to the Project.

5.2 The College will arrange as necessary all meetings between the Offeror and College academic departments and administrative offices for the review of Project plans and specifications.

6. METHOD OF COMPENSATION

6.1 Intentionally deleted.

6.2 Intentionally deleted.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 6.3 In addition to provisions for payment elsewhere in the RFP, reimbursable expenses shall be paid at cost. Reimbursable expenses may include printing, reproduction, delivery services, long distance telephone and facsimile charges, local mileage, and similar items required to accomplish the tasks covered under Article 3. Reimbursement for reasonable meals and lodging expenses associated with travel for the Offeror's out of town personnel may be submitted with prior approval. Meals for local staff will not be reimbursed.
- 6.4 The Offeror shall be compensated for Supplemental Services performed pursuant to written authorization from the College, as mutually agreed upon in writing by the College and the Offeror. Necessary reimbursable expenses incurred in providing Supplemental Services shall be paid at Offeror's cost. Supplemental services shall be invoiced separately from services compensated for under Section 6.1.

7. PROGRESS PAYMENTS

- 7.1 Except for the provisions of Article 18, payments shall be made to the Offeror once a month based on the estimated percentage of work completed for each phase of the Scope of Services as defined in the Agreement. The Offeror must submit Applications for Payment which are prepared in accordance with Article 6 and supported by such information as the College may reasonably require.
- 7.2 Promptly upon receipt, College shall review Offeror's Application for Payment. The College shall have the right to audit the Offeror's records to verify the payment request. If College disputes in good faith all or any portion of any Application for Payment, College shall notify Offeror within fifteen (15) days of receipt of the disputed Application. The notification shall clearly indicate that portion of the Application which College disputes and shall include a reasonably detailed explanation of the reasons for disputing the portion. Any Application or portion of an Application not disputed by College in the manner and within the time period set forth above shall be paid by College within twenty-one (21) days of receipt in the College's Office of Business Services which has been properly prepared and authorized by the College representative. Payment to Offeror shall not act as College's waiver of any claims that may be asserted against Offeror for negligent performance of services. College shall not be required to make payment to Offeror on account of any amount disputed in good faith by College until the matter in dispute has been resolved by the parties. Any amount disputed shall not be deemed to be an amount due Offeror under this Agreement until the matter is resolved by the parties. If the resolution of the matter indicates that Offeror is entitled to be paid all or any portion of the disputed amount, then the amount to be paid to Offeror shall be due and payable within fourteen (14) days after resolution of the matter. Disputes shall be resolved in accordance with Article 19, Claims and Disputes.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT - continued

8. NOTICES

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

a) For the College: Director of Procurement
Montgomery College
Central Services
9221 Corporate Boulevard
Rockville, Maryland 20850

With a copy to:

Director of Real Estate
Central Services
9221 Corporate Boulevard
Rockville, Maryland 20850

b) For the Offeror: Principal In-Charge

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

9. INTERPRETATION OF CONTRACT

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

10. INTENTIONALLY DELETED

11. INDEPENDENT CONTRACTOR

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

12. INTENTIONALLY DELETED

13. INTENTIONALLY DELETED

14. INTENTIONALLY DELETED

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

15. INTENTIONALLY DELETED

16. INTENTIONALLY DELETED

17. INSURANCE (These provisions replace Sections 1.19, 1.20, and 1.21 of the RFP)

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

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

Bodily Injury by Accident \$250,000 each accident

Bodily Injury by Disease \$500,000 policy limit

Bodily Injury by Disease \$250,000 each employee

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

Bodily Injury and Property Damage:

\$1,000,000 per occurrence/\$2,000,000 aggregate limit of bodily injury and property damage per occurrence including the following coverages: Contractual Liability, Premises and Operations, Independent Contractors, Products and Completed Operations.

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

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 17.1.4 Professional Liability covering negligent acts, errors and omissions committed during the period of contractual relationship with the College with a limit of liability as follows:
- \$1,000,000 per claim and aggregate and a maximum deductible of \$50,000, including the maintenance of this coverage for a minimum of three years following the date of substantial completion of the construction of the project. The policy shall have a retroactive date of no later than the commencement of Offeror's services to the College.
- 17.2 At the time this Agreement is made, the Offeror shall provide the College with evidence of payment in full of the above insurance coverage through the entire term of this Agreement. Any request for extension of time of this Agreement shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of time for this Agreement.
- 17.3 These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of the Offeror. The insurance shall provide that policy coverage will not be canceled, altered or materially changed without thirty (30) calendar days prior notice to the College by registered or certified mail. The insurance shall not be limited to claims made only while the policy is in effect.
- 17.4 The Offeror shall submit a certificate of insurance as evidence of the required coverages and which references Montgomery College Contract No. E924-012 to:
- Montgomery College
Office of Procurement
Director of Procurement
9221 Corporate Boulevard
Rockville, Maryland 20850
- 17.5 The College shall be an additional insured for coverages listed in Sections 17.1.2 and 17.1.3.
- 17.6 In the event that the Offeror's insurance is terminated, the Offeror shall immediately obtain other coverage. This Agreement may be terminated for default if at any time the Offeror fails to maintain all of the insurance required by Article 17.
- 17.7 For this Article, the word "licensed" means an insurance carrier either licensed or approved to do business in the State of Maryland.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 17.8 Offeror agrees to require its Consultants to comply with the insurance provisions required of Offeror pursuant to this Agreement unless Offeror and College mutually agree to modify these requirements for Consultants whose work is of relatively minor scope. Offeror agrees that it will contractually obligate its Consultants to advise Offeror promptly of any changes or lapses of the requisite insurance coverages and Offeror agrees to promptly advise College of any such notices Offeror receives from its Consultants. Offeror agrees that it will contractually obligate its consultants to indemnify and hold harmless Offeror to the same extent that Offeror is required to indemnify College as provided in this Agreement. Offeror assumes all responsibility for monitoring Consultant contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.
- 18. INDEMNITY – (This provision replaces the Indemnification paragraph in Attachment G to the RFP)**
- 18.1 To the fullest extent permitted by law, the Offeror shall indemnify, defend and hold harmless the College and its agents, employees, volunteers, students and trustees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused in whole or in part by (i) negligent acts, errors or omissions or willful misconduct of the Offeror, a consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; or (ii) any material breach in the performance of the obligations of Offeror hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described hereunder.
- 18.2 The College may retain such moneys due or to become due to the Offeror under this Agreement as it considers necessary until such suits or claims for damages which may be indemnified under Section 18.1 have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the College.
- 18.3 The provisions of this Article shall survive the termination of this Agreement.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

19. CLAIMS AND DISPUTES

19.1 Definition of Claim

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

19.2 Claim and Disputes Procedure

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

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

19.2.3 The College's representative shall prepare a written decision which, before it is issued, shall be approved by the Director of Procurement and the Director of Real Estate.

19.2.4 Pending resolution of a Claim by the College's representative's decision, order, finding, or interpretation, and with exception to matters which arise under Section 18.1, the College shall continue to make payments due to the Offeror which are not in dispute or the subject of a Claim and the Offeror shall proceed diligently with the performance of the Scope of Services. The College's representative's decision shall be final and conclusive unless the Offeror files a written appeal to the Senior Vice President for Administrative and Fiscal Services within thirty (30) calendar days of the date of the College's representative's decision. The Senior Vice President of Administrative and Fiscal Services in consultation with such other persons as the Vice President deems advisable, shall prepare and deliver a written decision to the Offeror within fifteen (15) calendar days. The Senior Vice President of Administrative and Fiscal Services response shall be the College's final decision.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

- 19.2.5 If the Offeror does not appeal the College's decision per section 19.2.3 above to the Senior Vice President for Administrative and Fiscal Services within the time required under Section 19.2.4, then the College's representative's decision shall be considered to be final, conclusive and binding upon the Offeror and College. There shall be no further right of review either administratively or in the courts. If the Offeror appeals the College's representative's decision to the Senior Vice President for Administrative and Fiscal Services, the decision of the Senior Vice President for Administrative and Fiscal Services shall be considered to be conclusive and final unless within thirty (30) calendar days after the date of the decision, the Offeror commences an action in the Circuit Court for Montgomery County. If no action is commenced within the thirty (30) calendar days after the date of the Senior Vice President for Administrative and Fiscal Services decision, the Vice President's decision shall be considered to be final, conclusive and binding on the Offeror and the College and the Offeror's right to appeal to the courts shall be waived.
- 19.2.6 The timely filing of a Claim and the receipt of a decision by the Offeror from the College's representative and the Senior Vice President for Administrative and Fiscal Services are conditions precedent to filing an action in court. Any action which may be commenced against the College shall be filed in the appropriate state court in Montgomery County, Maryland. The Offeror waives the right to file an action in any other venue. The Agreement and disputes arising out of it shall be governed by the laws of the State of Maryland without regard to conflicts of law provisions.
- 19.2.7 If a court action is commenced pursuant to Section 19.2.6, all claims, disputes and other matters in question arising out of or related to the Agreement or breach thereof shall be submitted to non-binding mediation. Such mediation shall be in the nature of settlement discussions and shall be privileged and confidential. The location of the mediation shall be in Rockville, Maryland, with costs for mediation shared equally by the parties. The parties shall ask the court to stay the action until the mediation is concluded.
- 19.2.8 Claims by the College against the Offeror may be commenced at any time in any appropriate court without regard to the other provisions of the Agreement, including this Section 19.2. This right is in addition to all other rights which the College may have under the Agreement.
- 19.3 To the extent damages are covered by property insurance, the event giving rise to such coverage shall not be construed to be a Claim under the Agreement, and the College and Offeror waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The College or the Offeror, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

20. TERMINATION FOR THE CONVENIENCE OF THE COLLEGE – See Attachment G

21. SUSPENSION OF WORK

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

22. INTENTIONALLY DELETED

23. WORK UNDER CONTRACT

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

24. INTENTIONALLY DELETED

25. INTENTIONALLY DELETED

26. CAPTIONS

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

27. ENTIRE AGREEMENT

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

28. INTENTIONALLY DELETED

MONTGOMERY COLLEGE • OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

**A/E ATTACHMENT G- 1 – CONSULTANT SUPPLEMENTAL GENERAL CONDITIONS AND TERMS OF CONTRACT -
continued**

29. REGISTRATION FOR CORPORATIONS NOT INCORPORATED IN THE STATE OF MARYLAND (supersedes the same named provision in Attachment G and in the body of the RFP)

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

30. SEVERABILITY

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

MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
REQUEST FOR PROPOSAL (RFP) TITLE:
EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
RFP NUMBER: E924-012
CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time

QUESTIONS & ANSWERS

Question	Montgomery College Answer
Has the college selected the two sites to be reviewed in this study?	One site has been selected, and second site is TBD.
Has the college identified a timeframe or a deadline for completion of the study?	No, this will be determined in conjunction with the winning bidder. In the RFP, it is asked that they propose a timeline.
How will prospective offerors be notified of addenda?	Addenda will be sent to all firms that downloaded the solicitation document from our Procurement website. Firms that did not receive RFP from our website, bare the sole responsibility of retrieving it.
Are interviews anticipated to be virtual or in-person?	In person is preferred; however, the College will make this determination once the top 5 is selected.
Are there any additional consultants that Montgomery College plans to contract directly with to support this master plan?	No, not right now. If the need arises, likely, we'll ask the bidder to do a change order to add services/other consultant under their contract so that the bidder is responsible for coordinating all aspects of the contract.
Geotechnical evaluation is noted in the requirements for state approval of the site selection. Are geotechnical services provided by the College?	Yes, College will provide geotechnical services
Two appraisals are required for the state selection process. Will appraisers be provided by the College?	Yes, the College will provide appraisal.
Attachment H is not listed in 5.2.2 as a requirement for the Technical Proposal. Are offerors required to submit Attachment H, is it optional or was it attached in error?	Attachment H is NOT a submittal requirement.
How frequently do you anticipate engaging with the broader community during the site selection and master planning process?	Bidder to propose frequency. Bidder to break out community and stakeholder engagements, both internal and external to the College, as a separate line item on the price proposal.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT
 REQUEST FOR PROPOSAL (RFP) TITLE:
 EAST COUNTY CAMPUS MASTER PLANNING CONSULTANT SERVICES
 RFP NUMBER: E924-012
 CLOSING DATE: May 17, 2024 @ 3:00PM Eastern Standard Time**

Please confirm that a resume is required for a Project Manager and a Project Architect.	Resumes for all team members who will work on this project, shall be provided.
Is the evaluation of existing buildings required for the selected sites?	No need to include evaluation of existing buildings.
In order to provide the most complete and thoughtful response, would you consider a deadline extension of one week (5/24/2024).?	Unfortunately, the proposal submittal deadline date cannot be extended.

*******END OF QUESTIONS & ANSWERS*******