



# PRINCE GEORGE'S COMMUNITY COLLEGE

## OFFICE OF PROCUREMENT AND CONTRACTING

### REQUEST FOR PROPOSALS #13-17 "CONSULTING SERVICES FOR FACILITIES MASTER PLAN"

Issue Date: May 20, 2013

**PRE-PROPOSAL MEETING:**

DATE: May 29, 2013      TIME: 10:00 a.m.  
Prince George's Community College  
301 Largo Road  
Kent Hall Rm. 262  
Largo, Maryland 20774

**PROPOSAL DUE DATE:**

DATE: June 19, 2013      TIME: 10:00 a.m.  
Prince George's Community College  
Office of Procurement and Contracting  
301 Largo Road  
Kent Hall Rm. 264  
Largo, Maryland 20774

**PROCUREMENT / ISSUING  
OFFICE**

Prince George's Community College  
Office of Procurement and Contracting  
301 Largo Road  
Kent Hall Rm. 264  
Largo, Maryland 20774

**PROJECT MANAGER:**

Henry Dickson, 301-341-3057  
Facilities Planner & Program Manager

**PROCUREMENT BUYER:**

Lynnette Ellington  
Procurement Coordinator  
301-808-0381 (fax) / [lellington@pgcc.edu](mailto:lellington@pgcc.edu)

**DEADLINE FOR QUESTIONS:**

June 5, 2013 @ 10:00 A.M.

**RESPONSE DATE FOR QUESTIONS:**

June 10, 2013, by close of business

NOTE: PROPOSAL DOCUMENT AND ANY ADDENDA ISSUED CAN BE ACCESSED AT  
<http://www.pgcc.edu/businesses/Procurement/requestForBids.aspx> and  
<https://emaryland.buyspeed.com/bsol/>

For inquiries contact: [lellington@pgcc.edu](mailto:lellington@pgcc.edu)

**\*\*\*\* PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE,  
NO LATER THAN THE ANNOUNCED DATE AND TIME OF CLOSING. PROPOSALS SENT BY  
FACSIMILE WILL NOT BE ACCEPTED.**

**Prince George's Community College**  
**Request for Proposals #13-17**  
**Consulting Services for Facilities Master Plan**

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Prince George's Community College  
301 Largo Rd  
Largo MD 20774

REQUEST FOR PROPOSALS #13-17  
CONSULTING SERVICES FOR FACILITIES MASTER PLAN

The Board of Trustees of PRINCE GEORGE'S COMMUNITY COLLEGE invites sealed proposals for "CONSULTING SERVICES FOR FACILITIES MASTER PLAN", as hereinafter set forth. Sealed proposal will be received in the Office of Procurement and Contracting, Kent Hall, Room 264, Prince George's Community College, 301 Largo Road, Largo, Maryland, until 10:00 a.m., June 18, 2013, and that time will not be publicly opened. Late proposal will not be accepted. If the college is closed, the proposals will be accepted on the next day that the college is open for business.

The Board of Trustees may consider informal and proposal not prepared and submitted in accordance with the stated provisions and may waive any informalities in, or reject any or all proposals. In the event the college determines that it is in the best interests of the college to make changes in the specifications or quantities, after the proposal opening, but prior to award, the college reserves the right, prior to award, to negotiate such changes with the qualified responsive and responsible bidder submitting the low offer and to award a contract incorporating such agreed upon changes to that bidder.

All proposal prices shall hold for a period of ONE HUNDRED EIGHTY DAYS (180) DAYS AFTER THE PROPOSAL OPENING.

AWARD

The college reserves the right to make an award by aggregate bid, or to award separate contract for each or any of the items bid, subject to the availability of funds, reject any or all bids, accept any part and reject the other part as best serves the interests of the college.

The contract shall be awarded to the lowest responsive and responsible bidder, who conforms to the specifications, with consideration given to:

- (i) The quantities involved;
- (ii) The time required for delivery;
- (iii) The purpose for which required;
- (iv) The competence and responsibility of the bidder; and
- (v) The ability of the bidder to perform the contract satisfactorily.

OTHER REQUIREMENTS

Bidders are required to submit one (1) original and three (3) copies of their proposal in sealed envelopes bearing the Request for Proposal number and title and the Name and Address of the bidder on the outside of the envelope. A properly completed and executed Bid/Proposal Affidavit and Conflict of Interest Affidavit and Disclosure form must accompany the proposal. Failure to do so may deem bid nonresponsive.

Communications should be directed to the Office of Procurement and Contracting by email to [lellington@pgcc.edu](mailto:lellington@pgcc.edu) or by fax to 301-808-0381 no later than 10:00 am, June 3, 2013.

**NOTE: All questions must be submitted in written form. Only written communications relative to this procurement shall be considered. No oral communications can be relied upon for bid purposes.**

To the extent that a question causes a change to any part of the Request for Quotation, an amendment shall be issued addressing such. Bidders are advised that the College reserves the right to use its best judgment in choosing to respond or not respond to any question received after the above stated cut-off date for questions.

PRINCE GEORGE'S COMMUNITY COLLEGE IS A SMOKE FREE ENVIRONMENT. SMOKING IS NOT PERMITTED IN ANY BUILDING OR IN ANY COLLEGE VEHICLE.

#### NON-DISCRIMINATION IN PROCUREMENT

The Board of Trustees is committed to a policy of non-discrimination and equal opportunity in all procurement activities, to the end that college purchases and contracts shall be solicited and entered into without regard to the race, color, religion, sex, marital status, age, handicap or national origin or status as Vietnam War veteran, qualified disabled veteran, or qualified individual with a disability, of any bidder, prospective bidder, vendor or contractor.

Minority Business Enterprises are encouraged to participate in this solicitation.

MINORITY BUSINESS ENTERPRISE \_\_\_\_\_ YES \_\_\_\_\_ NO

CERTIFICATION # \_\_\_\_\_

**The college has established a MBE goal for this project, with a mandatory 25% Certified MBE participation. It is the policy of Prince George's Community College to encourage minority business and local business to provide goods and services for the performance of College functions. Minority business include non-profit entities organized to promote the interest of handicapped persons and firms that are 51% owned and controlled by a member(s) of socially or economically disadvantaged minority groups, which include African Americans, Hispanics, Native Americans, Alaska Natives, Asian, Pacific Islanders, women and the mentally or physically disabled.**

**The contractor is required to demonstrate that mandatory minimum 25% of the subcontractors and/or vendors anticipate to be retained by the contractor for the College's projects are certified minority firms.**

PRINCE GEORGE'S COMMUNITY COLLEGE  
301 LARGO ROAD  
LARGO, MARYLAND 20772

INSTRUCTIONS AND REGULATIONS FOR BIDDING

·ADDENDUM #1

UNDER PART C, SECTION I, PART 1, PAGE 20, CHANGE TO READ:

THE LIMITS OF LIABILITY SHALL NOT BE LESS THAN \$1,000,000 COMBINED  
SINGLE LIMIT FOR BODILY INJURY, INCLUDING DEATH AND PROPERTY DAMAGE  
PER OCCURRENCE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
PHONE NUMBER

**BOARD OF TRUSTEES  
OF  
PRINCE GEORGE'S COMMUNITY COLLEGE**

**INSTRUCTIONS AND REGULATIONS FOR BIDDING**

The instructions and regulations which follow apply to all bids, bidding processes and sale of goods and services pursuant to bid, to the Board of Trustees of Prince George's Community College. Said instructions and regulations constitute a definite part of each invitation to bid, contract, agreement, purchase order or award made by the Board of Trustees, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the instructions and regulations set forth herein prior to submitting bids. Any failure to do so will be at the bidder's own risk and expense. All bidders, their authorized representative and all contracts or agreements to which they, or either of them, are parties are bound by said instructions and regulations whether or not said bidders or their authorized representatives have reviewed or have informed themselves concerning the same. These instructions and regulations and all invitations to bid, bids, contracts, proposals, bid tabulation sheets, specifications, addenda and modifications to any of the foregoing are subject to all present and future federal, state and county laws, rules, regulations and limitations applicable thereto.

**A. Instructions for Preparation of Bids**

**1. Definitions:**

- a. The term "contract documents" means all instructions and regulations for bidding, each bid, each proposal, each bid tabulation sheet, all specifications and all addenda thereto, all contracts, addenda, amendments and modifications thereto, written awards and acceptances of bids.
- b. The term "College" means the Board of Trustees of the Prince George's Community College or its authorized representative.
- c. The term "bid" shall mean an offer to contract with the College.
- d. The term "purchasing official" means the person or persons to whom the College has delegated the authority to take the action specified.

- e. The term "bidder" means the person, company, corporation or other entity by, or on behalf of which, a bid is submitted for a contract with the College.
- f. The term "contractor" means a bidder whose bid has been accepted by the College.

**2. Proposal Forms and Attachments:**

- a. Bids shall be submitted only on the proposal forms provided by the College. When preparing a proposal form, each bidder shall retain one copy thereof for its files.
- b. Each bid shall be prepared in ink or by typewriter.
- c. All blank spaces on the proposal form shall be filled in and all required data shall be provided or attached. Each bidder shall submit, as part of his bid, full specifications, catalog cuts, and all drawings, photographs and other descriptive literature available to the bidder concerning each item for which a bid is submitted. All material shall be marked with the correct item number for which it is submitted and shall be attached to the proposal form.
- d. None of the wording in any proposal form shall be changed or altered.
- e. The price of each item of goods and the price or cost of each service to be provided shall be stated both in words and in figures. Prices for goods shall be the net delivered and installed price to the College, after all deductions, allowances and discounts (except prompt payment discounts which shall be separately stated). Prices shall include all amounts attributable to the payment of state or federal excise or sales taxes upon the sale of any goods to the bidder, but shall not include any amounts attributable to the payment of state or federal excise taxes upon sale of any goods by the bidder to the College. State and federal tax exemption certificates with regard to such sales to the College will be furnished upon request to each contractor.
- f. Each bid shall be personally signed if submitted by an individual, and if submitted by a corporation, company or other entity, by an officer or agent thereof, in pen and ink.

- g. The original and one copy of each bid shall be placed in an envelope and mailed first class, postage prepaid to "Purchasing Department, Prince George's Community College, Kent Hall, Room 264, 301 Largo Road, Largo, Maryland 20772". Said envelope shall bear the name and address of the bidder, the name and title of the bid and the bid opening time and date on the outside thereof.**
- h. When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. Certified check for an amount not less than ten percent (10%) of the bid are acceptable in lieu of Bid Bond and subject to the same conditions. Personal checks will not be accepted. Bid security submitted in the form of a certified check will be deposited by the Owner until an award has been made by the Board of Trustees. Bonds and checks must be made payable to the Board of Trustees of Prince George's Community College.**
- i. In the event that a bid item is identified by a manufacturer's name, trade name, catalogue number or reference, and a bidder does not intend to supply the item so identified, but intends to supply an "equal" item, then the bidder shall explicitly state his (or its) intention to do so in the bid submitted to the College. In the event that a bidder proposes to supply an "equal" item, and the information filed pursuant to instruction 2 (c) as to said item is deemed insufficient by the College, then the College may further require the bidder or contractor to submit additional information such as working drawings, samples or descriptive data sufficient to enable the College to determine if the requirements of the bid specifications will be met by the equal item proposed to be supplied.**

**In any event, and notwithstanding the foregoing, the College may reject as not being equal any article that a bidder proposes to furnish which contains any variations from specifications (even though such article may substantially comply with such specifications) and regardless whether the College requests any additional information under instruction 2 (1) concerning said item.**

- j. Bidders may restrict their bids to consideration in the aggregate by explicitly so stating; nevertheless, each bid must name a unit price on each item upon which a bid is submitted.**



- k. If a bid deviates from specifications in any respect whatsoever, the same shall be explicitly stated and the nature thereof completely described in detail and in writing in the proposal form or in one or more written attachments thereto.

All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

3. Discrepancies, Bidder's Obligation of Inquiry:

- a. Each bidder shall abide by and comply with the true intent of all specifications and shall not take advantage of any error or omission therein but shall fully and completely prepare each portion of each bid in accordance with the reasonable discernible intention and meaning of the specifications, drawings and other contract documents.
- b. If a bidder should find any discrepancies in any contract document, or should he be in doubt as to the meaning or intent thereof, he must, not later than five (5) days (Saturdays and Sundays excluded) prior to the bid opening date, request clarification from the purchasing official. In response thereto, if deemed necessary by the purchasing official, the College or its representative may issue an addendum or otherwise clarify the matter. Oral responses to requests for clarification are not binding upon the College.
- c. If a bidder errs in extending total prices for a bid quantity of items or services then the unit bid price will govern. Errors in the preparation of any other aspect of a proposal form, any attachment thereto and any error in price quotations for particular items or services are the sole responsibility of the bidder. In the event that the College enters into a contract with a bidder on the basis of a bid containing such errors, the bidder shall perform his (or its) obligations as a contractor in accordance with the bid submitted. The College shall not be obligated to modify any contract or otherwise provide any relief to any contractor because of any errors which are the sole responsibility of the bidder or contractor as aforesaid.

#### **4. Election Not to Bid:**

In the event that a bidder elects not to submit a bid on the stated requirements of the College as set forth in the invitation for bid, the bidder shall return the invitation for bid with an explanation for his election not to bid on such requirement. Due to the number of firms on the College bidders' list, it will be necessary to delete from that list the name of any bidder which shall fail to submit a bid after having been invited to do so for three (3) successive bid openings.

#### **B. Regulations**

1. Bidder's Covenants: Each bidder, by the submission of his (or its) bid, covenants as follows:
  - a. That no person, partnership, corporation or other entity, other than a bona fide employee or agent working for the bidder, has been employed or retained by the bidder to solicit or secure the contract for which a bid is submitted, and that he (or it) has not paid or agreed to pay any person, partnership, corporation or agent any fee or other consideration contingent on the making of an agreement with the College as a result of the submitted bid.
  - b. That each bid shall be binding for sixty (60) calendar days following the bid opening date unless the bidder, upon request of the purchasing official, agrees to an extension.
  - c. That the bidder and its authorized representatives, if any, have read and fully understand these instructions, drawings and all contract documents concerning the bid.
  - d. That the services and items included in the bid strictly conform to those specified in the invitation for bids and other contract documents, except as may be explicitly noted otherwise in the bid.
  - e. That the bidder and his bid (or its) meet all of the requirements of these instructions and regulations, all other federal, state and local laws, statutes, rules, ordinances and regulations applicable thereto.
  - f. That the bidder is not in arrears or in default to the College upon any debt or contract; and has not defaulted, as a surety or otherwise, upon any obligation to the College and has not failed to perform faithfully any previous contract with the College.

- g. That the bid has been made without any collusive bidding, previous understanding, agreement or connection with any other person, firm, or corporation making a bid for all or any portion of the same project and that the bid is in all respects fair, free of outside control, collusion, fraud or other illegal action.**
- h. That the bidder has the ability, facilities, financial resources, equipment, personnel and insurance and other qualifications which render him (or it) competent to provide the goods and/or services described in the contract documents.**
- i. In the event that any dispute shall arise between the bidder and the College as to any of the terms or provisions of the contract documents or the rights and obligations of either of the parties thereunder, that the bidder or contractor, as the case may be, shall abide by the decision of the College or its authorized representative who determines the same; that his decision shall be final and binding on all parties and that judgment upon any award rendered as part of such decision may be entered by consent in any court having jurisdiction thereof.**
- j. Conflicts of Interest**

**The following provision shall be applicable to every contract binding or purporting to bind the owner to pay a sum of money in excess of \$25,000.00 in any one fiscal year:**

**No employee of the State of Maryland or any department, commission, agency or branch thereof, or of the Owner, whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while such employee become or be such employee of the party or parties hereby contracting with said State of Maryland, or any department, commission, agency or branch thereof or the Owner.**

## **2. Standards for Consideration of Bids and Awarding of Contracts:**

- a. The contract will be awarded to the lowest responsible bidder complying with all the provisions of the Invitation, and in a manner which, in the sole judgment of the Board of Trustees, will result in the maximum benefit to the College and best serve the public interest. For this reason, the College reserves the right to waive any informalities in bids received, to accept or reject any or all items bid, to award one item to one bidder and another item to**

another bidder, or to make an aggregate award to a single bidder, and to award any item bid on an alternate basis to the bidder submitting the alternate proposal. The College may, but is not required to, request additional bids from the other bidders based upon any alternate proposal.

- b. The College reserves the right to reject any bid that does not fully comply with these instructions and regulations. In particular, but without limitation on the foregoing, the College also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.
- c. Unless otherwise specified by the College or the bidder, the College reserves the right to make award on all or on any of the items according to the best interest of the College with consideration given to: (1) the quantities involved, (2) the time required for delivery and (3) the purpose for which required.
- d. Any bid in which a bidder names a total price for all the articles or services bid without quoting a price for each and every separate item or service may be rejected at the option of the College.
- e. In the event that a bidder proposes to furnish an "equal" item or service, his (or its) bid will be considered; however, the College reserves the right to reject as not being equal any article that a bidder proposes to furnish which contains any variations from specifications (even though such article may substantially comply with such specifications) and regardless whether the College requests additional information concerning said items under instruction 2 (i).
- f. No bids received after the time specified in the bid information will be considered. It is the bidder's responsibility to see that the bid is delivered at the time and place specified. All bids received after the specified time are marked "Received too late for consideration", signed by the College and returned unopened.

- g. If two or more County resident bidders submit identical bids and are equally qualified, the decision of the College to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots. Cash discounts when twenty (20) days or longer are allowed for payment will be taken into consideration in determining an award as between two or more Prince George's County residents with tying bids. In the case of bidders which are not individuals, the residence of the bidder shall be determined by reference to the location of the bidder's principal corporate or company office.
- h. Price and other factors being equal, preference will be given first to resident bidders of the County, except when in the judgment of the College such purchases would operate to the disadvantage of the College.

**3. Award Procedures:**

- a. All bids will be opened publicly on the date, and at the time, set forth in the invitation for bid or any addendum thereto at the office of the Purchasing Department, Prince George's Community College, Kent Hall, Room 264, 301 Largo Road, Largo, Maryland.
- b. A written award or acceptance of bid shall be mailed or otherwise delivered to the successful bidder within the time for acceptance specified in the invitation for bid, and said mailing or delivery shall result in a binding contract without further action by either party at the time that said award or acceptance is deposited in a depository of the United States Postal Services, first-class postage prepaid or upon delivery to the bidder or his authorized representative whichever first occurs.
- c. When required, each successful bidder must furnish a performance and payment bond as indicated on the bid documents, made payable to the College and prepared on an approved form as security for the faithful performance of any contract with the College within ten (10) days from notification to said bidder that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Performance and payment bond may be required in any amount up to 100% of the amount of the contract, depending upon the nature of the transaction.

#### **4. Contractor's Obligations:**

- a. Each contractor shall pay for all royalties and license fees and shall defend all suits or claims for infringement of any patent right and shall indemnify and save the College harmless from loss on account thereof.**
- b. The Contractor shall indemnify, save harmless and defend the College and all its representatives from all suits, actions, or claims of any character brought on account of any injury or damages sustained by any person or property in consequence of performance of this contract, either by the Contractor or any subcontractor, or their employees, agents or representatives.**
- c. Contractors providing goods and services to the College under bid shall assure the College specifically and in writing that they are conforming to the provisions of all applicable federal, state and local laws, rules and regulations.**
  - (1) Without limitation of the foregoing, each contract between the College and any successful bidder, to the extent set forth below, shall be subject to the following:**
    - a. Civil Rights Act of 1964 (42 U.S.C. 2000c, et sequitur) as amended.**
    - b. Article 41, Section 89A of the Annotated Code of Maryland, as amended (contractors which receive \$100,000 or more during any calendar year from contracts, leases or other agreements with the State or its agencies).**
    - c. Article 41, Section 2316(a) of the Annotated Code of Maryland, as amended.**
    - d. Article 78A, Section 16D of the Annotated Code of Maryland, as amended.**
  - (2) Without limitation on the foregoing, if the source of the consideration for any contract between the College and a successful bidder is wholly or partially federal government funds, then and in that event, said contract, to the extent set forth below, shall be subject to the following:**

**a. CONTRACT WORK HOURS AND SAFETY STANDARDS**  
**ACT-OVERTIME COMPENSATION:** (all contracts and subcontracts for \$2,500 or more). This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is the greater number of overtime hours.

(2) Violation: liability for unpaid wages, liquidated damages. In the event of any violation of the provisions of paragraph (a) the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by paragraph (a).

(3) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(4) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

**(5) Records.** The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2 (a). Such records shall be preserved for three years from the completion of the contract.

**(b) LABOR DISPUTES**

**(1)** Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractors shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchasing Official.

**(2)** The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract, except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

**(c) CONVICT LABOR**

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082 (c) (2) and Executive Order 11755, December 29, 1973.

**(d) EQUAL EMPLOYMENT OPPORTUNITY (all contracts and subcontracts over \$10,000)**

**(1)** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.



**(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.**

**(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**

**(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.**

**(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.**

**(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.**

**(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary or Labor issued pursuant**

to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(8) The Contractor shall inform the College of any violations of Executive Order 11246 that are observed or otherwise brought to his attention during the execution of his contract.

**(e) EMPLOYMENT OF THE HANDICAPPED**

(This clause applies to all nonexempt contracts and subcontracts which exceed \$2,500 as follows: (i) Part A applies to contracts and subcontracts which provide for performance in ninety days, (ii) Parts A and B apply to contracts which provide for performance in ninety days or more and the amount of the contract or subcontract is less than \$5,000 and (iii) Parts A, B, and C apply to contracts and subcontracts which provide for performance in ninety days or more and the amount of the contract or subcontract is \$500.00 or more).

**PART A**

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees that, if a handicapped individual files a complaint with the Contractor that he is not complying with the requirements of the Act, he will (i) investigate the complaint and take appropriate action consistent with the requirements of 20 CFR 741.29

and (ii) maintain on file for three years, the record regarding the complaint and actions taken.

(c) The Contractor agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirements of the Act, (i) he will cooperate with the Department in its investigation of the complaint, and (ii) he will provide all pertinent information regarding his employment practices with respect to the handicapped.

(d) The Contractor agrees to comply with the rules and regulations of the Secretary of Labor in 20 CFR Ch. VI, Part 741.

(e) In the event of the Contractor's noncompliance with the requirements of this clause, the contract may be terminated or suspended in whole or in part.

(f) This clause shall be included in all subcontracts over \$2,500.

#### **PART B**

(g) The Contractor agrees (i) to establish an affirmative action program including appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, which will provide the affirmative action regarding the employment and advancement of the handicapped required by Public Law 93-112, (ii) to publish the program in his employees' or personnel handbook or otherwise distribute a copy to all personnel, (iii) to review his program on or before March 31 of each year and to make such changes as may be appropriate, and (iv) to designate one of his principal officials to be responsible for the establishment and operation of the program.

(h) The Contractor agrees to permit the examination, by appropriate contracting agency officials or the Assistant Secretary of Labor for Employment Standards (hereinafter referred to as the "Assistant Secretary") or his designee, of pertinent books, documents, papers and records concerning his employment and advancement of the handicapped.

(i) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary, provided by the Contracting Officer, stating the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified

handicapped employees and applicants for employment and the rights and remedies available.

(j) The Contractor will notify each labor union or representative of workers with whom he has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

## **PART C**

(k) The Contractor agrees to submit a copy of his affirmative action program to the Assistant Secretary within ninety (90) days after the award to him of a contract or subcontract.

(l) The Contractor agrees to submit a summary report to the Assistant Secretary by March 31 of each year during performance of the contract, and by March 31 of the year following completion of the contract, in the form prescribed by the Assistant Secretary, covering employment and complaint experience, accommodations made, and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

**(f) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (all contracts and subcontracts for more than \$10,000).**

(a) The contractor will not discriminate against any employer or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the

contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within thirty (30) days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available upon request, for examination

by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the fifty states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of listing would otherwise not be for the best interest of the Government.

**(2) "Appropriate office of the state employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.**

**(3) "Openings which the contractor proposes to fill within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.**

**(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.**

**(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.**

**(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.**

**(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.**

**(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.**

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

d. The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after date of notification, the College may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

e. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the College are due to faulty design and installation, workmanship or materials, the contractor at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the College. These repairs, replacements or adjustments shall be made only at such time as will be designated by the College as least detrimental to the operation of College business.

f. Offered discounts for payment within twenty (20) days or less shall be honored by the contractor if payment is made within the discount period even though the availability of such discounts is not considered in the evaluation of bids (except in the case of tie bids of Prince George's County residents). With regard to any such discounts offered, time will be computed from date of completion and acceptance at the place of delivery and acceptance specified in the invitation for bid, or from the date of receipt of a correct invoice at the office specified by the College, whichever date is later. Payment is made, for discount purposes, on the date that the College's check is mailed.



**g. Each contractor shall at all times designate an employee who shall be responsible for supervising the performance of the contract and for purposes of communication and coordination with the President or his designee.**

**h. The cost of permits, insurance, taxes and any other relevant costs required in the performance of this contract shall be borne by the contractor.**

**i. The successful bidder (s) must maintain and pay for Comprehensive Public Liability Insurance and Workmen's Compensation Insurance to protect him (or it) from claims under the Workmen's Compensation Act and from claims for damage because of bodily injury to others, including employees of the College; death to others, including employees of the College; damage to the property of others, including the College; claims for damages arising out of the operation of motor vehicles which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Said insurance to cover the duration of the contract period including all periods of time where work is performed, under an expressed or implied warranty or otherwise.**

**1. The limits of liability insurance shall not be less than \$1,000,000 combined single limit for bodily injury, including death and property damage.**

**2. The certificate on this insurance shall be made in favor of the College and indicate paid up coverage for the term of the contract. No extension of any contract deadlines beyond the termination date of the original contract shall be granted unless and until a certificate to the same force and effect is secured for the period of extension.**

**3. The certificate of insurance must be provided to the Purchasing Department, Prince George's Community College, 301 Largo Road, Largo, Maryland 20772, prior to the commencement of the contract.**

**j. The contractor assumes full responsibility for any damage to grounds, buildings or equipment caused by the activities of the contractor, his agents, employees or subcontractors.**

**5. Material Shipment and Inspection:**

**a. Deliveries will be accepted between 8:00 A.M. and 3:30 P.M. on week-days only. No deliveries will be accepted on Saturdays, Sundays, or Holidays.**

b. Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the College for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be subject to inspection and physical count.

c. All shipments or deliveries shall be accompanied by packing slips or delivery tickets, and shall contain the following information for each item delivered:

- a. The Purchase Order number
- b. The name of the article and stock number (supplier's)
- c. The quantity ordered
- d. The quantity shipped
- e. The quantity back ordered
- f. The name of the contractor

Bidders are cautioned that failure to comply with these conditions will be considered sufficient reason for refusal to accept the goods.

**6. Payment Procedure:**

The contractor will be paid upon submission of proper invoices for supplies delivered and accepted, less deductions for trade-in, discounts, etc., if any, herein provided. Invoices must be forwarded to the Accounting Department, and contain the following information:

- a. Purchase Order number
- b. Delivery destination as it appears on purchase documents
- c. Quantity and description of item
- d. Unit price and extended price

**e. Total amount of invoice**

**f. Any time discount offered**

**7. Contract Duration:**

**Contracts will remain in force for full periods specified and until all articles and services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:**

**a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.**

**b. Extended upon written authorization of the College and accepted by contractor, to permit ordering of additional quantities at contract prices and in accordance with contract terms.**

**8. Sanctions:**

**a. If the contractor fails to comply with any provision of these instructions and regulations or any applicable law, rule or regulation, or should neglect to prosecute the work properly, or should fail to comply with the specifications, or should fail to complete the contract by the time specified or any extension thereof, the College may, by written notice to the contractor, terminate his right to proceed with the contract or part thereof. In any such event, the College may take over the contract and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the contract such materials as may be necessary on the site and necessary therefore. Whether or not the contractor's right to proceed with the contract is terminated, he and his sureties shall be liable for any damage to the College resulting from the contractor's refusal or failure to complete the contract within the specified time.**

**b. If the College so terminates the contractor's right to proceed, the resulting damage will consist of such liquidated damages as provided below until such reasonable time as may be required for final completion of the work, together with any increased cost occasioned by the College in completing the work.**

**c. Liquidated Damages for Delay**

**(1) The Contractor guarantees that he (it) can and will provide the**

goods and services required by his contract within the time limits, and in accordance with all other requirements set forth in the contract documents. Because the damages to the College which will result from the failure of the Contractor to provide the goods and services as aforesaid will be difficult to accurately assess, it is agreed that damages to the College for such delay and failure on the part of the Contractor shall be liquidated in the amount of TWENTY-FIVE dollars (\$25.00) for each and every calendar day (Sundays and holidays included) during which the Contractor shall fail to provide the aforesaid goods and services in accordance with the contract documents, within the contract time, as certified by the Purchasing Official; and such liquidated damages shall not be considered a penalty.

(2) The College shall deduct and retain out of the monies due to, or to become due to the Contractor hereunder the amount of liquidated damages, and in case the amounts due to the Contractor are less than the amount of such damages, the Contractor shall be liable to the College for the difference.

d. If the College does not terminate the contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

e. The contractor's right to proceed shall not be so terminated nor the contractor charged with the resulting damage if the College determines that:

(1) The delay in the completion of work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to acts of God, acts of the College, acts of another contractor in the performance of a contract with the College, fires, floods, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of such contractor or subcontractor or suppliers; and

(2) The contractor, within ten (10) days from the beginning of such delay, notifies the Purchasing Official in writing of the causes of delay. The Purchasing Official shall ascertain the facts and extent of the delay and extend the time for completion of the work when in his/her judgment, the findings of fact justify such extension, and his/her findings of fact shall be final and conclusive on the parties subject only to appeal to the President of the College.

**f. If a bidder fails to request clarification with regard to any provision of the contract documents (as permitted by instruction 3 (b)) and the College later interprets such provision in a manner which adversely affects the bidder, the bidder shall, nevertheless, be estopped from claiming increased compensation or any other modification of any contract entered into between the parties because of any additional expense or other adversity caused by such interpretation.**

**g. Any successful bidder who (or which) shall fail or refuse to furnish any required performance, payment or other required bonds within ten (10) days after written notification that his bid has been accepted, shall forfeit to the College as liquidated damages his bid deposit and the contract between said bidder and the College shall be deemed null and void as a result thereof.**

**9. Miscellaneous:**

**a. The contractor shall not assign the contract, except with prior written consent of the College, which consent shall not be unreasonably withheld. In such event, the contractor agrees that it is as fully responsible to the College for the acts and omissions of such assignees or subcontractors as it is for its own acts and omissions.**

**b. In the event that two or more identical bids are received or if other circumstances indicate the possibility of collusive bidding, the same shall be reported to appropriate law enforcement agencies.**

**c. The samples submitted by bidders on items which they have received an award may be retained by the College until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The College will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.**

**d. A written request for withdrawal of a bid or any part thereof may be granted if said request is received by the College prior to the time specified for opening bids.**

e. Whenever these instructions and regulations or any of the contract documents require that any article, material or workmanship be in accordance with laws, ordinances, building codes, underwriting codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of these specifications.

f. Any contract entered into by the College shall be deemed executory only to the extent that appropriated funds are available for the same.

g. No alterations, amendments or variations in the terms of a contract with the College shall be binding upon the College unless made in writing and signed by the President or his authorized agent.

**PRINCE GEORGE'S COMMUNITY COLLEGE**  
**MANDATORY PROCUREMENT CONTRACT PROVISIONS**

The following clauses are incorporated by reference within each invitation for bid, solicitation, purchase order and contract for the procurement of materials, equipment, supplies or services entered into by the Board of Trustees of Prince George's Community College (the "College"), except to the extent, if any, that the College specifies that any particular clause is inapplicable.

.01. Incorporation by Reference. All terms and conditions under the invitation to bid (or solicitation), and any amendments thereto, are made a part of this contract.

.02. Tax Exemption. The College is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

.03. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation or the invitation for bids.

.04. Delivery. Delivery shall be made in accordance with the bid specifications. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid shall be delivered FOB the point or points specified prior to or on the date specified in the bid. Any material that is defective or fails to meet the terms of the bid specifications shall be rejected. Rejected materials shall be promptly replaced. The College reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

.05. Conflict of Interest Laws. It is unlawful for any State or College officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse,

parent, minor child, brother or sister has a financial interest or to which any firm, corporation, association or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, 3-101 et seq. of the Annotated Code of Maryland.

.06. Non-Hiring of Employees. No employee of the College or the State or any department, commission, division, agency or branch thereof whose duties as such employee include matters relating to or attending the subject matter of this contract shall, while being employed, become or be the employee of the party or parties hereby contracting with the College.

.07. Nondiscrimination. The Contractor shall not discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color, or national origin, and shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractors providing materials, equipment, supplies or services to the College under this contract herewith assure the College that they are conforming to the provisions of Section 7A of Article 78A of the Annotated Code of Maryland, the Civil Rights Act of 1964, and Section 202 of Executive Order 11246 of the President of the United States of America as amended by Executive Order 11375, as applicable.

.08. Mandatory Disclosure. Contractors providing materials, equipment, supplies or services to the College, which is deemed an agency of the State for this purpose, herewith agree to comply with Article 41, 89A of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

.09 Anti-Bribery. Contractors are required to be aware of Article 21, 3-405 of the Annotated Code of Maryland which requires that any person



convicted of bribery, attempted bribery or conspiracy to bribe based upon acts committed after July 1, 1971, in the obtaining of a contract from the State of any of its subdivisions, shall be subject to disqualification pursuant to Article 21, 3-405, Annotated Code of Maryland from entering into a contract with the State, or any county or other subdivision of the State, for the supply of materials, supplies, equipment or services by the person. (For purposes of this clause, the College is deemed a subdivision of the State).

**.10. Registration.** Pursuant to 7-201 of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

**.11. Contingent Fees.** Contractors providing materials, supplies, equipment or services to the College herewith declare and affirm that neither the firm nor any of its representatives has employed, retained, or otherwise engaged for a commission, percentage, brokerage, contingent fee, or other consideration; agreed as an express or implied condition for obtaining this contract, to employ or retain the services of any person, partnership, corporation, or other entity, or paid or agreed to pay to any person, partnership, corporation or other entity, other than a bona fide employee or agency working solely for this firm, any fee, contribution, donation, or consideration of any kind in connection with the soliciting, securing, procuring, or carrying out of this contract.

For breach of this warranty, the College shall have the right to annul this contract without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**.12. EPA Compliance.** Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**.13. Occupational Safety and Health Act.** All materials, supplies, equipment or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

**.14. Termination for Convenience.** The College may terminate this contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The College shall pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

**.15. Termination for Default.** The College may terminate this contract, in whole or in part, if the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, upon giving written notice to the Contractor. This notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the Contractor, shall at the College's option, become the College's property. The College shall pay the Contractor fair and equitable compensation for satisfactory performance up to the date of termination, less the amount of damages caused by Contractor's breach. Damages may include, but are not limited to any liquidated damages for delay provided in the contract, and to the cost to the College to procure, upon terms and in whatever manner the College may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the College for any damages in excess of the compensation payable to the Contractor; provided, that the Contractor shall continue the performance of this contract to the extent not terminated by the College.

**.16. Disputes.** All disputes arising under or as a result of a breach of this contract which are not disposed of by mutual agreement shall be resolved in accordance with the Prince George's Community College General Grievance Procedure. Pending resolution of a dispute, the Contractor shall proceed diligently with the performance of the contract as directed by the College.

**.17. Multi-Year Contracts.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the College shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

**.18. Patent Infringement.** Contractor agrees to indemnify, protect and save harmless the College, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement;

arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

.19. Maryland Law Prevails. The provisions of this contract shall be governed by the laws of Maryland.

.20. Contractor's Invoices. Contractor agrees to include on the face of all invoices billed to the College, its Federal Tax Identification or Social Security Number.

.21. Non-liability of College. The College shall not be liable in any action for tort, contract or otherwise for any acts or omissions of the Contractor arising out of this contract. In any event, the College's liability for tort shall be in accord with and to the extent of the limits set out in the Maryland Local Government tort Claims Act, Md. Code, C&J Article 5-401 through 5-404.

**PRINCE GEORGE'S COMMUNITY COLLEGE  
REQUEST FOR PROPOSALS #13-17  
CONSULTING SERVICES FOR FACILITIES MASTER PLAN**

**PROFESSIONAL SCOPE OF SERVICES  
FOR  
FACILITIES MASTER PLAN**

**1. Introduction**

Prince George's Community College (PGCC) seeks proposals from qualified firms to provide architectural, engineering and consultant services related to the development of a Facilities Master Plan for Prince George's Community College.

The Master Plan will replace PGCC's Facilities Master Plan that was completed October 31, 2008. The Master Plan will include all State requirements and information and provide clear improvement, expansion, and growth direction while maintaining flexibility for unanticipated changes that may occur during the life of the plan. The Master Plan must provide forward-thinking, strategic recommendations to help shape the future direction of the College's planning and facilities programs, taking into account the ever-changing shifts in education and instruction.

**2. Qualifying Proposals**

The following criteria must be met for firms interested in submitting technical and price proposals for the listed project. **For consideration and to submit a technical proposal, firms must clearly illustrate they meet the stated criterion in their technical proposal.**

- a. Submitting firms must have experience completing Master Plans for a minimum of three (3) Educational clients (University and/or College's)
- b. Submitting firms must have experience completing a minimum of two (2) Master Plans for clients with greater than 500,000 GSF of building space.
- c. Submitting firms must have experience completing a minimum of two (2) Master Plans for clients with greater than 75 acres of site space.
- d. Submitting firms must have executed the above design work within the past ten (10) years or less from the date of advertisement.

**3. College Profile**

Prince George's Community College is the number one choice of Prince George's County residents for an undergraduate education and the leading institution in training and preparing employees for the county's workforce. Since 1958, the college has provided students, the county, and region with high quality and affordable education, cutting-edge workforce and development training and the opportunity to achieve their dreams and

**PRINCE GEORGE'S COMMUNITY COLLEGE**  
**REQUEST FOR PROPOSALS #13-17**  
**CONSULTING SERVICES FOR FACILITIES MASTER PLAN**

PROFESSIONAL SCOPE OF SERVICES  
FOR  
FACILITIES MASTER PLAN

aspirations.

Prince George's Community College serves a diverse population of more than 40,000 students who represent 103 countries throughout the world. The College in partnership with County agencies, schools, and businesses provides two-year degree programs, transfer opportunities, career education, workforce training and continuing education. Students can earn associate degrees, certificates, letters of recognition, and licensures.

At Prince George's Community College, student success is the highest priority. The college is committed to promoting opportunities for students to succeed inside and outside of the classroom! The college was recently named a National Center of Academic Excellence in Information Assurance Two-year Education 2010–2015 by the National Security Agency and the Department of Homeland Security.

The College at the Largo campus consists of 150 acres bound on the east by Largo Senior High School; on the west by Campus Way South and townhouse developments; southwest and south by townhouse developments; and on the north by Largo Road (MD Route 202). The neighboring land is predominantly residential and is not expected to change.

The Largo Campus encompasses a site that is informally divided into four roughly equal areas:

- a. A dense core of academic and administrative buildings located at the southeast corner of Route 202 and Campus Way South. The close proximity of the buildings provides easy pedestrian travel and promotes interaction and a sense of community.
- b. A radial array of parking, fanning out from the buildings, with inner and outer loop roads. The amount of existing parking has reached the maximum feasible for this site within a reasonable walking distance.
- c. Athletic fields are located outside the outer loop road at the southwestern part of campus and are convenient to Novak Field House; however, they are somewhat distant from the academic core.
- d. An undeveloped area of woods is located at the southern edge of the site; however, due to its remoteness and high water table, the land is undesirable for development.

The first buildings on the Prince George's Community College Largo campus (301 Largo Road, Largo, MD 20774) were Bladen Hall, Kent Hall, Novak Field House, and Queen Anne Fine Arts, constructed in 1967. Lanham Hall was constructed in 1969, the Ceramics/Steel Building in 1972, Largo Student Center in 1973, Marlboro Hall in 1975, the Facilities Management/Campus Police Building and Childtime Children's Center in 1976, Accokeek

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Hall in 1985, Robert I. Bickford Natatorium in 1991, Continuing Education in 1998, Chesapeake Hall in 1999, Center for Advanced Technology in 2007, and the Center for Health Studies in 2012. In total there are seventeen (17) permanent buildings and six (6) temporary modular buildings that were built for use as overflow space. The total Largo campus facilities contain over 933,000 gross square feet (GSF) and 620,000 net assignable square feet (NASF) of space.

In addition to the facilities at the Largo Campus, the College also has a presence at six (6) additional county locations which are to be addressed in the completion of the Facility Master Plan. The locations are as follows:

- a. Joint Base Andrews (AAFB 1462 & 1413): 1413 Arkansas Road, Joint Base Andrews, 20762
- b. Laurel College Center: 312 Marshall Avenue, Suite 205, Laurel, MD 20707
- c. Skilled Trades Center: 6400 Old Branch Ave, Camp Springs, MD 20748
- d. University Town Center: 6505 Belcrest Road, Suite 200, Hyattsville, MD 20782
- e. Westphalia Training Center: 9109 Westphalia Road, Upper Marlboro, MD 20774
- f. John E. Howard: 4400 Shell St, Capitol Heights, MD 20743

**4. Purpose & Need**

The Maryland Higher Education Commission (MHEC) requires each community college to submit a Master Plan including all major capital projects to be proposed during the next ten-year period. Prince George's Community College's Master Plan will be due to MHEC by February 1, 2014. The successful firm awarded a contract for the Prince George's Community College project will be required meet this deadline. The Facilities Master Plan (FMP) must support the institution's role and mission. The foundation of the plan is the collection, projection, and analysis of data, the identification of facility needs, and the development of recommendations to meet these needs over a 10-year period and well beyond.

The collection of data should be consistent and systematic to identify, evaluate, and address the conditions that affect the college's capital program. This will lead to the development of sound capital programming to guide the physical development of the college's facilities.

Most capital construction results from the need to accommodate people, modernize or replace facilities, or provide space for services or programs. The Facilities Master Plan should present information on each of these elements. It should evaluate current conditions and projected needs, develop proposals for addressing any deficiencies noted, and present a

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recommendation which will enable the community college to meet its strategic goals over the plan period. It is expected that the resulting plan may be periodically up-dated to accommodate deviations from predicted enrollment, academic programs, organization structure, new technologies and learning paradigms. A comprehensive Master Plan must be based on many factors in addition to simply facilities conditions, renovations, or new construction. A comprehensive plan must be driven by the adequacy of facilities to provide programs and services, and the anticipated new programs and services which will require construction. A comprehensive and extensive assessment of college activities, facilities, infrastructure and needed resources must be discussed and evaluated.

As an example, analysis and review to be included in the Master Plan should include, but not be limited to, the following:

Workflow	Comfort	Campus site and landscape design
Signage	Environment/Environmental Studies Plan	Technology infrastructure
Best practices in education	Health and safety	Local County and State regulations and codes
Facility and space utilization	Future needs and growth	Site analysis including Pedestrian and Vehicular Circulation
Lighting	Service	Land Utilization
Configuration	Storage	Use and growth of Extension Center as well as future land development/acquisitions
Access and ADA/accessibility	Campus design standard	Athletic Facilities
Flexible meeting space	Maintenance and life cycle costs	Security
Amenities	Deferred Maintenance cost and work	Mass Notification & Emergency Response Plan
Aesthetics	Incorporation of LEED	Energy Conservation

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**5. Methodology**

*After award*, Prince George's Community College will release to the Consultant available information that may pertain to the scope of services required by this RFP. The College's information will include:

- a. Facilities Manual for Maryland Community Colleges, prepared by the Maryland Higher Education Commission
- b. Prince George's Community College Mission Statement
- c. Prince George's Community College Strategic Goals
- d. Prince George's Community College October 31, 2008 Facilities Master plan
- e. Prince George's Community College FY 2014 – 2018 CIP Form B
- f. Prince George's Community College FY 2011 – 2021 CIP Tables 1-4
- g. Prince George's Community College FY 2013 Space Inventory
- h. Prince George's Community College Enrollment and Personnel Projections
- i. Prince George's Community College Existing Site and Building Plans (*that are available*)
- j. Prince George's Community College Facilities Condition Assessment
- k. Prince George's Community College FY 2013 Parking Lot Inventory
- l. Prince George's Community College Strategic Plan
- m. Prince George's Community College Academic Master Plan

**6. State of Maryland Facilities Master Plan Requirements**

Services in addition to what is provided in this RFP must meet and include those requirements of the State of Maryland. Refer to COMAR, Title 13B, Chapter 4 Construction Procedures, Regulation 02 Facilities Master Plan (or the latest version of the Facilities Master Plan should the Master Plan requirements have been updated). The Facilities Master Plan must include, but is not limited to:

**A. Executive Summary**

This section should contain a narrative highlighting any deficiencies or needs identified, and proposals to deal with them.

**B. Overview of the College**

Provide a statement of the institution's role and mission describing the most significant characteristics of the institution which impact upon the institution's facilities requirements. Provide background data and describe each of the academic and special



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programs offered to meet strategic goals emphasizing those that affect capital needs. Indicate planned new programs with their status of implementation. Include an appraisal of current conditions and evaluate factors expected to influence future operations. This section must be consistent with the institution's approved role and mission statement. The minimum requirements are:

1. Provide a statement of the mission, vision, goals, objectives, and strategies of the institution and indicate how the plan will support these efforts.
2. Indicate the various institutional units, their interrelationships, and the programs and services each provides.
3. Evaluate the performance of the institution. Discuss the degree to which the institution is meeting its responsibilities, any factors impeding progress, and the consequences of not resolving these problems.
4. Indicate any factors expected to influence future programs such as social, economic, cultural, or other trends, or innovations in techniques, practices, treatments, facilities, and equipment.
5. Discuss anticipated changes in policies, programs, or services of the institution and how these changes will affect facilities and people served.
6. A discussion of the interrelationship between the Facilities Master Plan, Prince George's Community College Strategic Plan, and the Academic Master Plan.

C. Institutional Background Data

Institutional background data for each facility should be provided. The level of detail should be meaningful enough that the information will firmly support any planning proposals made later in the plan.

1. Provide an overview of the institution. Supply a location map, site plan, and narrative on the following:
  - a. Historical and contemporary factors that have influenced development
  - b. Description of the physical characteristics of the institution
  - c. Existing site acreage and available acreage for future development
  - d. Circulation and parking

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- e. Adequacy of utilities
  - f. Compatibility of Largo campus with adjacent land uses and city land use regulations
2. Provide user data for the institution
- a. Student Data. Indicate the overall size and composition of the student population. Include enrollment by level and division and other significant characteristics, such as part-time population. Explain any significant population trends. Provide student data in each of the five preceding years and the current year. Enrollment projections shall be for the life of the plan listed for each of the next five years, the 10<sup>th</sup> year, and as many five year increments thereafter as possible. Indicate the projection methodology utilized.
  - b. Employee Data. Indicate the number of full and part time faculty and staff supporting the implementation of the institution's role and mission. Employment projections shall be for the life of the plan listed for each of the next five years, the 10<sup>th</sup> year, and as many five year increments thereafter as possible. Indicate the projection methodology utilized.
3. Assess and analyze existing facilities and acreage including facilities currently in use as well as those that are vacant. Include reproductions (provided by the College) of building floor plans. Provide a description, inventory and evaluation of all facilities and acreage including
- a. Name and location of each building
  - b. Size of each building in NASF (Net Assignable Square Feet) and GSF (Gross Square Feet)
  - c. Capacity of each building when fully occupied (number of students, and numbers of employees)
  - d. Year of original construction and year of additions or renovations with descriptions for each building
  - e. Assessment of physical condition, environmental compliance, and functional adequacy of the infrastructure with independent verification for each building
  - f. Description of how each building is utilized by students and employees with indication of its continued usefulness
  - g. Assess the physical condition, environmental compliance, and functional adequacy of each of the elements of site and utilities infrastructure

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- h. Evaluation of the adequacy of pedestrian access to, and movement within buildings
  - i. Assessment of the adequacy of existing land
  - j. Assess the capacity for future development
4. Describe the programs, services, or operations that are provided in the institution. Indicate if they are to be discontinued, remain unchanged, or expanded. Indicate if any new programs or services will be initiated. Describe the following items in terms of their impact on facilities:
- a. Indicate faculty/student ratios and class sizes
  - b. Discuss scheduling issues (current and anticipated)
  - c. Provide space guideline calculations to provide one estimate of space needed by type
  - d. Describe the array of approved academic programs existing and projected during the life of the plan with the minimum and maximum participation rates
  - e. Discuss significant new initiatives planned which have facilities implications
  - f. Identify specific activities which need to be accommodated on the campus over at least the next 10 years
  - g. Consider employee contract provisions that affect facility needs
  - h. Describe policies, goals, or philosophies that determine facility needs
  - i. Identify unique institutional characteristics
  - j. Compare and contrast facilities information from peer institutions as appropriate

**D. Institutional Evaluation**

An assessment and analysis of existing land and facilities, proposed new campuses or new site development, and evaluation of the requested background data of the institution must be made. The existence or development of any problems should be identified and the impact any such problems will have on facilities must be determined. The physical characteristics of the campus shall be described as well as the changes which are required to meet the objectives in the institution's stated role and mission.

1. Provide a site analysis. Comment on the adequacy of open space for development, the relationship of the institution to adjacent land uses, and the condition of parking, circulation, and utility systems. Specify any physical limitations that may impede the delivery of services.

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2. Summarize the impact of user trends and the results of under or over utilization. Comment on the application of space guidelines, standards of capacity, or indicators of facility use.
3. Comment on the need for renovation, conversion, building modification, new construction, or demolition. Include building and fire codes, energy usage, and adaptability of buildings to new technological uses.
4. An identification of those situations and circumstance in which existing facilities may not be able to adequately accommodate present and future programs and services. Reference accreditation standards and legal mandates where applicable.
5. Comment on any factors not otherwise covered that may affect the need for, or the financing of facilities; for example, the award of a federal grant which includes funds for capital costs

**E. Facilities Master Plan Proposals**

Based on the evaluation of the background data, identify facility needs for the institution for the next ten years. Describe the full range of options including new construction, renovation, conversions, sharing space, leasing space, or purchasing space on the open market.

1. Evaluate changes that might reduce construction needs, such as changes in program goals, student served, or space utilized.
2. Discuss the estimated impact that each option is likely to have on the College's users, facilities, and programs and services.
3. List and evaluate alternatives for meeting needs. Include a comparison of the estimated impact each alternative will have on the institution's users, facilities and programs or services.
4. Discuss the need for surge space that may be necessary during implementation of any master plan proposals and how and where this space will be provided.
5. Provide estimated operating and capital costs for each alternative.

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6. Indicate the likelihood and time frame of any facilities being funded with non-State capital funds, such as federal funds, special funds, or private grants.
7. Explain any plans to provide facilities by leasing, sale-leaseback, or purchase.
8. Indicate the consistency of plan proposals to the State's Smart Growth policies.
9. The interrelationship with and the support of the Prince George's Community College Strategic Master Plan and the Academic Master Plan.

**F. Recommendations**

1. Based on evaluation of the range of options presented above, select those options that have the best potential for enabling the College to achieve its mission, goals and objectives. Present a 10-year facilities plan consisting of proposals to address each problem discussed. Indicate how these plan proposals should be prioritized and phased. Prioritize these proposals into short-term, mid-term, and long-term objectives. The proposals should be presented in phased priority order and be as specific as possible with respect to costs, locations, square feet of building space, types of programs and students served. The proposals should address:
  - Land use, acquisitions, and divestiture plans.
  - Building use.
  - Restoration of facilities to satisfactory physical condition including infrastructure.
  - Need for renovations to meet programmatic standards, to provide more appropriate support for proposed uses, or to provide access for persons with disabilities.
  - Vehicular, pedestrian, bicycle circulation.
  - Utilities extensions and improvements.
  - Long-range telecommunications plan needs which address the future requirements of the institution for voice, data, video, and radio.
  - New construction.
  - Site development plan.
  - Approach for updating plan.

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2. Describe an implementation strategy including:

- Summary of individual projects – title, brief description, and projected cost in constant dollars.
- Recommended sequencing of projects including relative urgency of need and constraints which require that certain projects precede certain other projects.
- Impact of implementation (and consequences of non-implementation) on educational programs, enrollments, and operating costs.

7. **Collaborative Work with the College**

The firm shall present an assessment and analysis of the College's existing land and facilities and planning premises. The physical characteristics of each campus should be described and the changes which are required to meet the objectives in the College's role and mission statement should be detailed. At a minimum, the following elements should be discussed:

**Assessment of physical condition of buildings and Independent verification of condition**

**Assessments:** Review College documentation available (such as the 2012 PGCC Facilities Condition Assessment) and interview Facilities Management staff in order to document then submit an update to the historical summary of each campus building noting major modifications made (and year), and a list of noted deficiencies along with corrective measures proposed. This data will be the best available information assembled by the firm and the College's Facilities Management department. The consultant shall visit each building and verify the extent and nature of all problems, as well as to document and discuss any other detrimental physical conditions discovered by the consultant. Scheduled college activities, classes and business may not be interrupted so the consultant shall schedule any site visits that affect college business outside of those hours of business or operation.

**Assessment of functional adequacy of buildings:** The determination of adequacy and appropriateness of spaces to support existing activities of the college community will be a task shared by the college and consultant. The consultant shall advise the college what information is needed so that the College can take a lead role in this assessment phase and compile a list of functional inadequacies to be presented to the consultant for review, study, comment and possible inclusion into the Master Plan. The consultant is expected to utilize information gained in the verification and possible expansion of the condition assessment phase of the work to formulate opinions as to functional adequacy on their own. This will

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serve as a check for the campus-generated list of functional inadequacies. The updated master plan may include, in an appendix, the College and consultant compilations and the formal consultant comments.

**Utilization of Existing Facilities:** The College will make available to the consultant class schedules for the period covered by the enrollment data so that the consultant may review room utilization for the period. The consultant should advise what increase in enrollment could be absorbed by using instructional space to a higher level of efficiency. In addition, if available, the college will share with the consultant any pertinent and recent studies on space utilization that has been completed since the last master plan was submitted.

**Assessment of physical condition and functional adequacy of the infrastructure:** This portion of the study will relate to all campus utilities, roads, parking, walkways, bicycle paths, illumination, signage, athletic facilities, storm water conveyance, storm water storage, and soil erosion problems.

The College will submit a listing and/or drawings of known deficiencies in these systems for consultant verification. In addition, the consultant shall conduct an independent review of these systems to detect deficiencies not noted by college staff. Capacities and existing loads for all utilities systems are to be identified by the consultant. Utilities systems will include but not be limited to water main and distribution, sanitary sewer, hot water generation, heating distribution, chilled water generation, cooling distribution, primary electrical feed, transformer and switching.

In addition to previous responsibilities cited, the College will submit to the consultant a summary of parking currently in place by type (student, faculty, staff, handicapped, etc.) and location and will identify current surpluses or deficiencies in available parking during peak occupancy periods. The consultant will review the size, location and geometry of parking spaces, in conjunction with circulation and parking lot traffic patterns. The consultant shall formulate an opinion as to the modifications required to the parking space count to factor in the expediciencies taken by the Largo campus to accommodate the maximum numbers of vehicles. Only safe and code compliant spaces should be included in the actual parking inventory.

The consultant shall review typical pavement sections and existing pavement conditions and traffic loadings (for transit bus and routine truck traffic) to forecast functional adequacy throughout the planning period. Also required in this phase of the plan, will be an update review of college entrance intersection capacity ratings, as well as any geometric or

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signalization changes proposed by any highway department or administration. The timeframe for any external agency proposed changes should be noted as well. An assessment of the proposed changes on the college's accessibility during both peak and off peak travel times should be made and documented. Any limitations to campus development activity due to adequate public facilities legislation and/or the lack of capacity in any system should be so noted. A discussion of possible solutions should also be included within the context of the scope of the plan.

The consultant proposal should address the approach and methodology for performing this phase of work so that the college has a clear understanding of the level of detail to expect from the consultant. It is not the desire of the college to perform exhaustive investigation, but rather to have sufficient data to support and document deficiencies as well as to be able to allow the consultant to evaluate the capacity for expansions.

The consultant should detail the feasibility of introducing parking garages to PGCC. The consultant should detail the size and type of garages needed, proposed locations on campus for the garages and the rationale to support the proposed locations. The consultant shall evaluate the effect the garages have to correcting deficiencies in parking. Cost data will be required detailing the financial impact of parking garages.

**Adequacy of existing land:** The consultant may use college reference documents (including prior plans) to determine boundary and topographic features of existing landholdings. All contiguous parcels of land shall be identified by use, size, zoning and owner and displayed in drawing form. Parcels less than one (1) acre of like use and zoning may be joined together with specific owner information deleted. All college land which is constrained from being developed by regulation, deed or easement shall be identified along with the specific constraint (i.e., wetland, steep slope, etc.). Existing use of land should be analyzed with an emphasis on maintenance and preservation of proper land use patterns, and showing the land use patterns that should be buffered from external land use changes expected to occur during the planning period. Also indicate which current campus land use patterns should be buffered from current off-campus uses. The consultant shall prepare as an original work product both a table and graphical representation (to scale) of land use indicating the quantities of land being used:

- a. Parking and vehicular traffic uses
- b. Pedestrian & bicycle circulation
- c. Athletic facilities
- d. Buildings



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- e. General landscaping, turf and planting beds
- f. Storm water Management Facilities
- g. Unmaintained meadows and woodland

Sufficient study should be conducted in this phase to identify existing land suitable for expansion, use change or divestiture. A twenty (20) year land use plan must be prepared for all current real estate holdings as well as future real estate expansions.

**Capacity for future development:** The consultant shall utilize data along with their expertise to describe the level of future development that can be supported by existing landholdings and infrastructure. Where several or many infrastructure elements indicate that expansion can be supported, but only one or two systems need improvement to do so, a discussion of these possibilities should be presented. For this update, the consultant should focus on conclusions reached in prior planning endeavors. The consultant should challenge the conclusions and test the logic supporting them.

**Space guideline calculation to provide estimates of space needed by type** Space guideline calculations as presented in Maryland Higher Education Commission (MHEC) CIP Tables 1-4 have been performed by PGCC for each campus and are available for consultant reference and study. The most recent forms for credit enrollment were completed Fall 2013. These forms will provide the consultant with a guideline of a summary for space needed by type throughout the 10-year period projected by the forms. PGCC expects to furnish data for academic departments, divisions, or other units as requested by the consultant and available by the College. This data may be used to analyze the need for new buildings, building additions, and the composition of space needed therein. PGCC, other Maryland community colleges, as well as MHEC have been developing space need guidelines and data reporting techniques for Continuing Education courses.

MHEC and the Department of Budget & Management (DBM) have relied on the CIP Table data to show a computed need for space prior to granting approval and support for new projects. Other circumstances may exist which are found to be sufficient to warrant state supported new construction activity. The consultant shall work with the college in identifying these special circumstances, which should be included in the master plan. The consultant is encouraged to provide comment and relevant supporting data to critique current guideline elements that are out-of-date or inconsistent with current space design methods in the practice of higher education architecture. The master plan shall include the analysis of projected space needs on a department and division basis by site.

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**Review of facilities information from peer institutions, as appropriate**

It is presumed that the selected consultant shall have provided master planning services to a broad array of educational institutions over the course of prior professional practice. Thus, it is expected that comparisons of data from peer and other institutions will be interjected throughout the master plan document.

**Identification of specific activities which need to be accommodated on the campus over at least the next 10 years:** Information to satisfy this portion of the plan will be furnished by the college to the consultant either through an academic Master Plan or through interviews of selected college faculty and staff. For example: The Consultant shall investigate scenarios and plans to close the inter-ring road and transform the Largo campus to a “walkable” campus. The consultant shall also address and look at the needs of the Academy of Health Sciences (AHS), the first middle college high school located on a college campus in the State of Maryland. AHS is currently located on the first floor of Lanham Hall.

**8. Plan to Meet Identified Needs**

**Land use, acquisition, divestiture plans:** Information compiled, analyzed and discussed shall be combined to identify a composite proposed land use plan for the Largo campus complete with recommendations for possible acquisition and divestitures. The plan shall be presented graphically and accompanied by a discussion substantiating the plan rationale.

**Building use:** The College staff may if desired furnish to the consultant a listing of functional spaces that should be consolidated or moved to an adjacent functional space in order to provide economy of operation or improved service to the college community, or both. The consultant shall review this information, and together with the forecast growth and space needs, recommend any changes in building use. Recommended changes could be dramatic shifts in general building or function use (e.g., student center to be exchanged with administration) to be more effective. Beyond information presented by the College, the consultant should use experience and knowledge to suggest possible changes or shifts.

**Restoration:** This plan element will be a shared responsibility between the college and the consultant. Assessment data from the college in prior phases will be accompanied with restorations under consideration and in many cases cost estimates for this work. It will be the consultant's responsibility to exercise oversight on these recommendations in addition to preparing recommendations for restoration of building and infrastructure elements identified by the consultant to be deficient. During the plan update, it is imperative that the

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consultant pay particular attention to this aspect of the project. All restoration projects that are recommended for implementation shall be accompanied by a project description as well as cost data to support design, construction and inspection activities in constant dollars.

**Need for renovations and new construction:** The consultant shall be responsible for identifying all renovation and new construction needed throughout the planning period. All proposed building construction resulting from the comprehensive planning update process should be described in this phase of the work by the consultant. Included in the project description should be proposed size of building space, both GSF and NASF, and a list of functional spaces to be included in each building/space. The consultant shall also describe how readily the space can be or should be able to be reconfigured or expanded to suit changing needs in the next following decade. Required and preferred interrelationships with other functional areas on the campus shall be discussed in this phase and supported in the proposed plan. The renovation and new construction need shall be discussed and documented to the full satisfaction of the college and review agencies. The minimum topics to cover in the renovation justification are:

- a. Deficiencies that need to be resolved by the renovation/new construction project
- b. Other work that should be included in the scope due to expediency
- c. Recommendation for occupancy of buildings during renovation (if a renovation)
- d. Projected/Proposed dates for renovation/new construction
- e. General timeframe to be allocated for the renovation/new construction
- f. Cost of the project including design, construction, inspection, contingencies, furniture, Equipment, escalation, land development, and miscellaneous charges

**Vehicular and pedestrian circulation:** Prince George's Community College is subjected to vehicular overcrowding especially during the first few weeks of each semester. Another important goal of the facilities master plan update shall be to identify and develop a plan for safe pedestrian circulation from all parking areas to and around the academic and recreational campus areas. The consultant is expected to explore several alternatives to problems identified during the assessment phase of the study. The consultant shall also study and include in the Master Plan all requirements (such as House Bill 1278 and Senate Bill 977 Transportation – Institutions of Higher Education – Bicycle and Pedestrian Access) for bicycle pathways and circulation. Any requirements, measures, or recommendations contained in these Bills should be included in the master plan. The consultant shall also detail how future PGCC Leadership in Energy and Environmental Design (LEED) renovations and new buildings will impact exterior circulation. Campus drawings shall be prepared depicting existing and proposed features of the circulation systems.

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The correction of pavement, sidewalk and all pathways (vehicular, pedestrian and bicycle) deficiencies shall be planned under this section. Field investigation of existing conditions at the Largo campus along with review of documents such as the June 25, 2012 Circulation and Roadway construction documents shall be required prior to developing any plan for remedial or improvement work.

**Utilities extension and improvements:** The consultant shall review existing utilities plans, drawings, and information to delineate all existing and proposed utilities including storm water, storm water management, water, sanitary sewer, natural gas, fuel oil, electricity, telephone, CATV, computer system cabling, heating system and cooling systems.

Planned utilities improvements and extensions shall be coordinated with all other projects proposed during the 10-year plan period. Possible phasing of utility projects shall be explored and presented. Discrete cost estimates shall be prepared for each project and phase.

**Site development plan:** The consultant shall be responsible for preparing site development plans consistent with the projects proposed for implementation during the planning period. When project phasing involving geometric changes to campus features is proposed, a separate site development plan shall be included for each phase of the proposed project.

Included in the site development plan (SDP) shall be projects identified by the college in its latest capital program submitted to the Board of Trustees of Prince George's Community College. The consultant shall review the capital projects proposed and advise the college of any proposed site changes or site recommendations that could be considered.

**Extension Centers:** The consultant shall be responsible for reviewing the use of all extension centers. The consultant should discuss not only the current programs, spaces and College use of the facilities, but also at minimum the future use of the extension centers, combined with growth and development needs of off-campus facilities and sites.

**9. Implementation Strategy**

**Summary of individual projects - title, brief description, and projected cost in constant**

**Dollars:** The consultant shall provide a summarized list of each individual project, renovation or restoration by phase and FY recommended. The consultant shall present the projects in several tabular forms. One format shall present the projects sorted into the following categories:

- a.** Land acquisition/divestiture

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- b.** Facility restoration projects
- c.** Facility renovations
- d.** New Construction
- e.** Traffic circulation
- f.** Utilities improvements

A second format shall present the projects sorted by the Largo campus and then all extension centers. A third format shall present the project listing in the order recommended for implementation.

An appendix shall be included in the master plan that shall contain, for each project, a full Department of General Services (DGS) style project description and cost estimate worksheet. This cost estimate shall include costs for site improvements, special building components or features, furniture, equipment, contingency allowances, escalation, architect fees, inspection fees, and project or construction management fees in addition to the basic building construction cost. The consultant shall specify the base year for costing purposes so that cost updates may be readily produced for future capital budget submissions.

**Recommended sequencing of projects including consideration of relative urgency of need and constraints which require that certain projects precede certain other projects:**

The consultant shall evaluate the merits and needs of each project along with anticipated capital dollars and develop a multiyear implementation plan.

Existing (budgeted) capital projects shall be included in this implementation strategy. It is expected that the consultant will submit one or more drafts of this sequencing in order to build a consensus of opinion with the college. The college must have opportunity to provide input to this process regarding timing of program needs, acknowledged campus urgent needs and potential supportable capital funding level.

**Impact of implementation (and consequences of non-implementation) on educational programs, enrollments, and operating costs:** This final phase of the work carries with it a shared responsibility between the college and the consultant. The college and consultant will need to assess the impact of project implementation or non-implementation on enrollments and educational programs while also determining the impact on college operating costs. Finally, the monetary and safety related consequences of not implementing recommended projects will need to be evaluated and presented.

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**10. Plan Assembly**

The consultant will be responsible for assembling all components of the plan into a complete organized package. The consultant shall cooperate with the schedule by making timely progress submissions for review by the college and by providing documents suitably sized to be convenient for master plan submission, college and governing board presentations and future facilities management reference. The consultant shall be responsible for ensuring the document is proofread and contains proper grammar, and spelling.

**11. Milestones & Deliverables**

- a. Intermediate Reviews (informal): The consultant shall submit a working draft showing Master Plan process once a month for the College to review. Submissions can be via email or one (1) hardcopy. The Consultant shall incorporate College comments prior to the next scheduled deliverable.
- b. Produce two (2) formal progress Master Plan reports prior to the completion of the final Facilities Master Plan document:
  - i. Progress Report I: A draft of the Overview of the Institution and Institutional Background Data Sections. (To be submitted no later than 60 calendar days after award of the contract)
  - ii. Progress Report II: Institutional Evaluation Section; Revised Overview of the Institution and Institutional Background Data Sections (To be submitted no later than 120 calendar days after award of the contract)

During a month a Progress report is submitted, intermediate review documentation is not necessary. The Consultant shall incorporate all College comments prior to the next scheduled deliverable. Progress Reports to be provided to the College as follows: eight (8) hard copies; three (3) CD's; one (1) electronic PDF copy via email, and a post of all reports to an FTP site or Website. Any drawings, photos, site plans, maps, graphs, etc., are to be in color.

- c. Final Draft Master Plan: A final draft Master Plan will be required for review by the College. Final draft Master Plan to be provided to the College as follows: Ten (10) camera-ready hard copies; three (3) CD's, and one (1) electronic PDF copy via email. (To be submitted no later than 200 calendar days after award of the contract). The College will review and provide comments. Revisions resulting from the College's review shall be performed in a professional and timely manner.

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- d. Approved Master Plan Copies: After the Master Plan is formally approved by the College in writing with no comments or exceptions taken, a Final 100% Master Plan shall be provided to the College as follows: twenty-five (25) camera-ready hard copies; ten (10) CD's, and one (1) electronic PDF copy via email. The final Master Plan shall be prepared in a loose-leaf report with an appropriate mechanism for dating each report page for ease of updating. In addition to the stated requirements, the Master Plan should also be provided to the College in MS Word format and all report drawings shall be provided in the latest version of AutoCAD or a version stipulated by the College. The College will submit the Master Plan to three State agencies (Maryland Higher Educational Commission, Department of Budget and Management, and Department of General Services).

**12. Consultant Requirements & Expectations**

The consultant will be required to fulfill the below requirements:

- a. Project Schedule: The consultant must support Prince George's Community College's requirement to submit a new Facilities Master Plan to MHEC by February 1, 2014. The consultant shall complete all work based on a mutually agreed design schedule in order to ensure the Master Plan is turned by February 1, 2014. The Schedule shall include all milestones and deliverables. A draft project schedule to be reviewed and approved by the College should be distributed to the College no later than the first College/ Consultant kick-off meeting.
- b. The consultant will be required to prepare an approach to be used for identification and confirmation of goals and objectives; evaluations, syntheses and reviews; preparation of draft plans and alternatives; completion of final revisions; and preparation of final documentation.
- c. Project Meetings: Attend periodic project meetings (at minimum – biweekly)
- d. Campus Familiarization: The Consultant shall walk-thru all existing campus facilities (all campuses) and read all documentation available pertinent to campus facilities, infrastructure, enrollment, strategic goals, etc. It is expected that all engineering specialists and consultants on the team make site visits as necessary to perform site analysis, research, attend meetings and coordinate with the Consultant and/or College as necessary to complete needed work.

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- e. The Facilities Master Plan including the Strategic Program and Facilities Studies sections shall be in conformance with the Maryland Higher Education Commission Facilities Master Plan and capital budget guidelines and the terminology of the Maryland Higher Education Commission capital budget guidelines shall be consistently applied.
- f. Interface with the College: To complete the Master Plan work with a project team comprised minimally of representatives from the College's Administrative Services, Department, Technology Services, Academic Affairs, Workforce Development, and Student Services. Meet as necessary with Facilities Management, Senior Team, Master Plan Committee, faculty, staff, and students during the course of this project. The consultant should attend as many progress meetings with the College as are necessary and requested to prepare needed submission documents. The consultant shall support Facilities Management personnel in presentation of drafts and final plans to the Board of Trustees and Senior Team.
- g. Interface with the Others: Work with any College hired contractors, architects, engineers or contractors that interface or work with building or infrastructure projects on campus or in design. Work with outside agencies as necessary such as Prince George's County to complete the master plan.
- h. Conduct a formal presentation with the Senior Team at the following two (2) stages: Facilities Master Progress Report Draft II and final Facilities Master Plan. In addition, the consultant may also be requested to present the Final Master plan once to the Board of Trustees.
- i. Minutes: Record and distribute "minutes" for all project meetings held.
- j. All documents and drawings prepared by the Consultant as part of the Prince George's Community College Master Plan project shall remain the property of the College. All costs for revising the plans to gain college, Board and State agency approval are to be included in the base fee package.

**13. Evaluation and RFP Response Outline**

Consultants must structure and label their RFP into the following sections:

**a. Introduction: Letter of Interest**



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**b. Section I: Firm Information**

Detailed description & History of the firm and all proposed sub-consultants. At minimum list Name of Firm; Year Firm was established; Type of Ownership; Name of Parent Company (if any); Name and contact information of not more than Two principals to contact; Present Location and Address of Offices; Total Personnel; Personnel by Discipline; Summary of Professional Services Fees received in the last 5 years; and History and Information about the Firm.

**c. Section II: Consultant Information**

Include a Diagram/Chart showing sub-consultant companies/firms and their roles on the team. For each consultant provide: Detailed description & History of the consultant. At minimum list Name of Firm; Year Firm was established; Type of Ownership; Name of Parent Company (if any); Name and contact information of not more than Two principals to contact; Present Location and Address of Offices; Total Personnel; Personnel by Discipline; Summary of Professional Services Fees received in the last 5 years; and History and Information about the Firm.

**d. Section III: Project Team members**

Detail the proposed Project Team members and provide resumes of key persons, specialist, and individual consultants. List ONLY the individuals who will directly contribute to the project and have a defined role. Include on the Resume: Name & title; Project assignment; Name of firm associated with; Years' experience with firm; Total years' experience; Education; Degrees, Active Registrations, and experience and qualifications relevant to the proposed project. *(If awarded the contract, the contract shall require the assignment of these same participants to the project. No substitutions will be permitted unless approved by the college. The college's approval will not be unreasonable withheld.)*

**e. Section IV: Related Projects**

Provide a minimum of three and maximum of six related projects (from the submitting firm) completed or in progress. Include: Project Name; Client's Name; Client Point of Contact to include name & phone number; Location of project; Relevance to the PGCC Master Plan project; Detailed description of project; Total Consultant Contract Amount; Project status/phase with a scheduled Completion Date if the project is currently in progress; firms from Prince George's Community College Team involved in the related project; key

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team members involved in the related project. Pictures and additional detail are recommended. At least two projects referenced must be completed.

**f. Section V: References and Letter of Recommendation**

From the *submitting firm*: Submit Three-Five Client References and Three-Five Client Letters of Recommendation. References should include contact name and phone number, project associated with, and a brief description of the project associated with.

**g. Section VI: Project Specific Information**

Explain the proposed project approach and how it will benefit the college. Describe a thorough understanding of the project scope in the description of your firm's project approach (*copying the exact Scope of work from the RFP is not acceptable*).

Provide a written narrative of potential problem solving ideals and/or project challenges that will be solved as part of the contract.

Describe the approach and resources needed to implement the firms recommended engagement for this project. Attach a proposed implementation schedule with key activities and estimated milestones.

**h. Section VII: Example of Previous Master Plans**

Include in the technical proposal a CD with examples of (2) master plans completed by the submitting firm.

**i. Section VIII: Additional Information**

Include in this section any additional information requested. This section can also be used to include additional information as deemed appropriate by the firm.

**14. Technical Phase Rating/Scoring Form**

The below list how technical proposals will be evaluated and the associated point breakdown for each key criteria item:

- a. Team Experience to include the following: Background appropriateness; Project Experience/Listed projects; Team Organization & Coordination of a Team; Depth and overall expertise of Team (25 points)

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- b. Project Experience to include the following: Quality & depth of previous projects (25 points)
- c. Specific project approach and understanding to include a narrative discussing the scope of work, proposed project schedule and specific plan and process to develop and submit to Prince George's Community College a new master plan document by Jan 1, 2014. (20 points)
- d. References & Letters of Recommendation to include the following: Quality and Depth of References and letters of Recommendation (15 points)
- e. Overall completeness and quality of Technical Proposal (15 points)

**15. Evaluation Committee**

An evaluation committee will be appointed by Prince George's Community College. The committee will first review each technical proposal for compliance with requirements, and then evaluate and rank each technical proposal in accordance with the criteria. Technical offers will not be opened publicly.

A short list comprised of three (3) to five (5) firms will be developed based on the initial technical evaluation results. Only short-listed firms will advance in the procurement process and be asked to submit Price/Fee proposals as well as attend Oral Presentations.

## **CONFLICT OF INTEREST INFORMATION**

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirement of this regulation.

B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

C. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

E. After award the State may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

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

**By:** \_\_\_\_\_  
(Signature of Authorized Representative and Affiant)

**Printed Name:** \_\_\_\_\_

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

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

***BID PROPOSAL AFFIDAVIT***

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal, law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

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#### E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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## F. SUB-CONTRACT AFFIRMATION

### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

## G. AFFIRMATION REGARDING COLLUSION

### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

## H. FINANCIAL DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

## I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.



## J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

### I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;

(h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii) above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

#### K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) ((foreign \_\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of

Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(If not applicable so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### L. CONTINGENT FEES

#### I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

#### N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

***PRINCE GEORGE'S COMMUNITY COLLEGE***

***MINORITY BUSINESS ENTERPRISE PARTICIPATION PROVISIONS***

MBE 1. Introduction. These provisions, and the accompanying MBE Utilization Affidavit, form a part of the Contract Documents. Award of the Contract shall be subject to the college concluding that the apparent successful bidder meets the requirements of these provisions. The definitions contained in COMAR 21.11.03.03 apply to these provisions.

MBE 2. MBE Participation Goal.

MBE 2.1 A certified Minority Business Enterprise ("MBE") participation goal of not less than 35 percent of the dollar value of the Contract has been established by the college for this procurement. The Bidder agrees that not less than 35 percent of the total Contract amount will be performed by certified MBE's.

MBE 2.2. An MBE prime contractor responding to the solicitation shall, if awarded the Contract accomplish an amount of work not less than 35 percent of the total Contract amount with its own work force, certified MBE subcontractors, or both in combination. The documentation requirements of MBE 4 are applicable only if MBE subcontractors are to be utilized in the performance of the Contract. The MBE prime contractor shall, however, be certified or submit an MBE affidavit and apply to be certified in accordance with MBE 4.4.

MBE 3. MBE Utilization Affidavit. Each bid submitted in response to this solicitation shall be accompanied by a completed MBE Utilization Affidavit in the form attached, in which the Bidder acknowledges the MBE Participation Goal and commits to make a good faith effort to achieve the goal.

MBE 4. Documentation. The following documentation shall be considered as part of the Contract, and shall be furnished by the apparent successful bidder within 10 working days from notification that he is the apparent successful bidder or within 10 days following the award, whichever is earlier. If the Contract has been awarded and the following documentation is not furnished, the award shall be null and void.

MBE 4.1. A completed schedule of participation naming each MBE who will participate in the project that describes the:

- (a) Contract items to be performed or furnished by the MBE and the proposed timetable for performance, and;
- (b) Agreed prices to be paid to each MBE for the work or supply.

MBE 4.2. If the apparent successful bidder is unable to achieve the contract goal for MBE participation, the apparent successful bidder may submit instead of or in conjunction with the schedule of participation, a request in writing for a waiver as provided below.

MBE 4.3. An MBE subcontractor project participation statement signed by both the bidder and each MBE listed in the schedule of participation, which shall include:

- (a) statement of intent to enter into a contract between the prime contractor and each subcontractor if a contract is executed between the college and the prime contractor or if the prime contract has been awarded, copies of the subcontract agreement or agreements; and
- (b) The amount and type of bonds required of MBE subcontractors, if any.

MBE 4.4. A completed and signed MBE affidavit for any MBE prime contractor and for each MBE identified in the schedule for MBE participation provided that the bidder, offeror, or subcontractors are not already certified by the State Minority Business Certification Council or the Department of Transportation under COMAR 21.11.03.15 or 16.

MBE 4.5. An affidavit completed and signed by the prime contractor stating that, in the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors, and that the solicitation process was conducted in such manner as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

MBE 4.6. Any other documentation considered appropriate by the college to ascertain bidder responsibility in connection with the contract MBE participation goal.

MBE 4.7. The Contractor, by submitting his bid or offer, consents to provide that documentation requested by the college and to provide right of entry at any reasonable time for purposes of the college's representatives verifying compliance with the MBE subcontractor requirements.

#### MBE 5. Contracts Involving Subcontracts.

MBE 5.1. Award of a Contract involving subcontracts shall be subject to the college concluding that the apparent successful bidder or offeror meets the applicable certified MBE participation provisions contained in the solicitation.

MBE 5.2 The apparent successful bidder shall within 10 working days from the date of award of the contract or notification that it is the apparent successful bidder, whichever is earlier, submits the documentation required.

MBE 5.3. Nothing in these provisions is intended to preclude the award of a contract conditionally upon receipt of the document specified in MBE 5.2.

MBE 5.4 Whenever an uncertified minority business is identified for contract award, or in the schedule for subcontract participation, the college shall forward the affidavit of the minority business to the appropriate certification entity for certification consistent with COMAR 21.11.03.15 and 16. A contract may be awarded notwithstanding the pendency of certification. In the event of an unfavorable disposition, the college may not, in the future, treat that business entity as an MBE until it is so certified.

MBE 6. Noncompliance. If the college determines that the apparent successful bidder has not complied with the certified MBE subcontract participation contract goal, and has not obtained a waiver in accordance with MBE 7, or if the bidder fails to submit the documentation required

by the solicitation, the Contract Officer, upon review by the college Attorney and approval of the President or the President's designee, may reject the bid or offer or cancel the award of the contract. The reasons for this action shall be specified in writing and mailed or delivered to the bidder.

#### MBE 7. Waiver.

MBE 7.1. If, for any reason, the apparent successful bidder is unable to achieve the contract goal for certified MBE participation, the bidder may request, in writing, an exception to the goal with justification to include the following:

- (a) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs, including:
  - (1) The names, addresses, dates and telephone numbers of certified MBEs contacted, and;
  - (2) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- (c) As to each certified MBE that had placed a subcontract quotation or offer which the apparent successful bidder considers not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification signed by the minority business enterprise, or a statement from the apparent successful bidder that the minority business refused to give the written certification.

MBE 7.2. A waiver of a certified MBE contract goal may be granted only upon a reasonable demonstration by the bidder that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the President or the President's designee determines that the public interest is served by a waiver. In making a determination under this section, the President or President's designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the college and any other relevant factor.

MBE 7.3. The President or the President's designee may waive any of these provisions for a sole source, expedited or emergency procurement in which the public interest cannot reasonably accommodate use of these procedures.

MBE 8. Amendment for Unforeseen Circumstances. If at any time before execution of a contract, the apparent successful bidder determines that a certified MBE listed on the schedule for participation has become or will become unavailable, then the apparent successful bidder shall immediately notify the Contract Officer. Any desired change in the schedule for participation shall be approved in advance by the Contract Officer and shall indicate the Contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of Contract execution may occur only upon written approval by the President or the President's designee and subsequently by Contract amendment.

MBE 9. Compliance.

MBE 9.1. To assure compliance with certified MBE subcontract requirements, the college may require the Contractor to furnish:

- (a) Copies of purchase orders, subcontracts, cancelled checks, and other records that may indicate the number, names, dollar value of certified MBE subcontracts, dates, and schedule time for performance of work by an MBE subcontractor; and
- (b) Entry for an on-site verification inspection.

MBE 9.2. Upon determining the Contractor's non-compliance, the college shall notify the Contractor in writing of its findings and shall specify what corrective actions are required. The Contractor shall be required to initiate the corrective actions within 10 days and complete them within the time specified by the college.

MBE 9.3. If the college determines that substantial non-compliance with MBE subcontract provisions exists and that the Contractor refuses or fails to take the corrective action required by the college, then the following sanctions may be invoked:

- (a) Termination of the Contract in whole or in part for cause;
- (b) Referral to the college Attorney for appropriate action;
- (c) Initiation of any other specific remedy identified by Contract; or
- (d) The college may use any other compliance mechanism authorized by Contract or by law.

***BOARD OF TRUSTEES OF PRINCE GEORGE'S COMMUNITY COLLEGE***

***MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT***

I hereby declare and affirm that I am the \_\_\_\_\_  
(Title)  
and the duly authorized representative of \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than 35 percent of the total contract amount, and commits to make a good faith effort to achieve the goal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE BIDDER, TO MAKE THIS AFFIDAVIT.

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

\_\_\_\_\_  
(Affiant's Signature)

\_\_\_\_\_  
Print or type name



# Prince George's Community College MBE Participation Schedule

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Prime Contractor (Firm Name, Address, Phone)	Project Description
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Project Number	Total Contract Amount \$
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\*\*\*List Information For Each Certified MBE Subcontractor On This Project\*\*\*

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A. Minority Firm Name, Address, Phone	MBE Classification: _____
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MBE Certification Number: _____
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Work To Be Performed	MBE Federal ID Number: _____
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Project Commitment Date	Project Completion Date
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Agreed Dollar Amount	Percentage Of Total Contract
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B. Minority Firm Name, Address, Phone	MBE Classification: _____
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MBE Certification Number: _____
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Work To Be Performed	MBE Federal ID Number: _____
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Project Commitment Date	Project Completion Date
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Agreed Dollar Amount	Percentage Of Total Contract
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C. Minority Firm Name, Address, Phone	MBE Classification: _____
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MBE Certification Number: _____
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Work To Be Performed	MBE Federal ID Number: _____
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Project Commitment Date	Project Completion Date
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Agreed Dollar Amount	Percentage Of Total Contract
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THIS FORM PREPARED BY: (Contractor signature is required)	Date: _____
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(PGCC OFFICIAL USE ONLY)
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APPROVED: _____ YES _____ NO _____
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DATE _____	SIGNATURE - OFFICE OF PROCUREMENT & CONTRACTING _____
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USE CONTINUATION PAGE AS NEEDED

## SUMMARY

TOTAL MBE PARTICIPATION:	_____ %	\$ _____
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	_____ %	\$ _____
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %	\$ _____

MBE **Classification:** Hispanics, Asian, American Indians, Women, African American, Physical or Mentally Disabled

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

# Prince George's Community College MBE Participation Schedule

Page 2

List Information For Each Certified MBE Subcontractor On This Project	
D. Minority Firm Name, Address, Phone	MBE Classification: _____
	MBE Certification Number: _____
Work To Be Performed	MBE Federal ID Number: _____
Project Commitment Date	Project Completion Date
Agreed Dollar Amount Contract	Percentage Of Total
E. Minority Firm Name, Address, Phone	MBE Classification: _____
	MBE Certification Number: _____
Work To Be Performed	MBE Federal ID Number: _____
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
F. Minority Firm Name, Address, Phone	MBE Classification: _____
	MBE Certification Number: _____
Work To Be Performed	MBE Federal ID Number: _____
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
G. Minority Firm Name, Address, Phone	MBE Classification: _____
	MBE Certification Number: _____
Work To Be Performed	MBE Federal ID Number: _____
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

## SUMMARY

SUB-TOTAL MBE PARTICIPATION:	_____ %	\$ _____
SUB-TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	_____ %	\$ _____
SUB-TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %	\$ _____

MBE **Classification:** Hispanics, Asian, American Indians, Women, African American, Physical or Mentally Disabled

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**