



PRINCE GEORGE'S
COMMUNITY COLLEGE

PRINCE GEORGE'S COMMUNITY COLLEGE

REQUEST FOR QUALIFICATIONS #23-06

FOR

On – Call Facilities Maintenance Contractor Services

ISSUE DATE: 9/30/22

NOTICE: Prospective Offerors who have received this document from a source other than the Issuing Office are advised to contact the Issuing Office and provide their name and email address in order to ensure that amendments to the Request for Qualifications (RFQ) or other communications can be sent to them. This is a courtesy, not a requirement of the College, the College does not take responsibility if any Prospective Offeror is not informed of communication issued under this RFQ. It is the sole responsibility of any Prospective Offeror to visit the College's website for all documents relating to this RFQ. Visit: <https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/>

PRINCE GEORGE'S COMMUNITY COLLEGE
301 Largo Road
Largo, Maryland 20774
www.pgcc.edu

SOLICITATION SCHEDULE

RFQ #23-06

Issue Date:	9/30/22
Last Day for Questions:	10/7/22 at 10:00 AM ET
Responses to Questions by:	10/14/22
Proposal Due Date:	11/1/22 at 10:00 AM ET
Contractor(s) Selection Anticipated to be finalized:	11/7/22 (projected)
Contract Commencement by:	NTL 11/21/22 (and, upon Board approval)

Note: Proposals are to be provided by the due date noted above. Proposals are to be submitted electronically to Issuing Office Contacts noted in this RFQ. Board approval may be required before commencement of services.

PRINCE GEORGE'S COMMUNITY COLLEGE

RFQ #23-06

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REQUEST FOR PROPOSALS
FOR
On – Call Facilities Maintenance Contractor Services
Services

SECTION I. GENERAL INFORMATION

Summary.

1.1. Solicitation. The intent of this Request for Qualifications (“RFQ” or “Solicitation”) is to provide On-Call Facilities Maintenance Contractor Services (the “Services) at the Prince George’s Community College in Largo, Maryland. Interested and qualified firms are requested to provide proposals in accordance with the category disciplines, statement of work, and specifications as provided in this Solicitation. The College anticipates awarding multiple vendors for this solicitation. Upon the College’s need, the College may contact the awarded vendor/s for additional proposals/quotes for future services.

The College does not guarantee any amount of work to any awarded vendor. The awarded contracts shall be on an as needed basis.

The College anticipates awarding more than one firm; the College may award multiple firms to provide all of partial services. The awarded firms will be issued an initial one (1) year term with four (4) one-year renewal terms the College's sole discretion.

1.2. Procurement Regulations. This RFQ shall be conducted in accordance with College's Policies and Procedures.

1.3. Background.

Established in 1958, Prince George Community College is an award winning fully accredited public two-year institution offering credit programs leading to an associate degree, certificate, or letter of recognition. With a student body of approximately, 38,000 the College prepares its students for transfer to a four-year institution or for an immediate career. PGCC also offers extensive lifelong learning opportunities and noncredit, continuing education to those seeking career training or retraining, working to boost basic skills or pursuing new areas of interest. In addition to the College's academic focus towards student growth and achievement, the College culture is geared towards ensuring students succeed.

2. Issuing Office.

2.1. Issuing Office Contacts:

Nena Charity, Procurement Manager
Prince George's Community College
Office of Procurement, Suite 264
Largo, MD 20774-2199
charitynl@pgcc.edu
Telephone No.: 301-546-0025

and

Lawana Lewis, Procurement Coordinator
Prince George's Community College
Office of Procurement, Suite 264
lewislm@pgcc.edu
Telephone No.: 301-546-0644

2.2. The Issuing Office shall be the sole point of contact with the College for purposes of the preparation and submittal of proposals in response to this solicitation.

3. Questions and Inquiries.

All questions and inquiries regarding this procurement must be directed to the individual(s) referenced with the Issuing Office above. Questions must be submitted in writing via email to the individuals listed above. Inquiries will receive a written reply/confirmation, submitted inquiries that are not confirmed by the College may not have been received. It is the sole responsibility of potential proposers to ensure inquiries/questions are received for response. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time as listed in the Solicitation Schedule of this RFQ.

Potential proposers are advised that the College reserves the right to use its best judgment in choosing to respond or not to respond to any questions received before or after the above stated cut-off date for questions.

4. Proposal Submission. SUBMIT ONE PDF: “FIRM NAME”

4.1. Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC’s Issuing Office that indicate that the Proposal is posted/available by the Proposer on an electronic site may be rejected or considered non-responsive (1) if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal (2) the proposal is not easily accessible or (3) can be modified after submission. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement, not the date and time the Proposer “sent”.

4.3 Proposals will not be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

4.4 The Proposal, either individually or collectively, is considered by PGCC to be an Offer.

5. **Minority Business Enterprises (MBE) and Local Businesses.**

Minority participation is important to PGCC. Prince George's Community College strongly encourages qualified local minority businesses and local business to provide goods and services for the performance of College functions. Minority Business Enterprises (MBE) firms are strongly encouraged to respond to this solicitation. An MBE is defined by the College as follow: A Minority Business Enterprise (MBE) is any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51% owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women and the physically or mentally disabled), or a non-profit entity organized to promote the interest of the physically or mentally disabled.

Although State certification is not required, Offerors shall be required to provide adequate proof that each MBE proposed/ utilized meets the College's requirement/status and be required to execute the College's MBE Affidavit or other execute/provide other required documents determined by the College, at a later date.

Potential proposers that are not certified by the Maryland Department of Transportation (MDOT), are encouraged to initiate certification as soon as possible. For more information on the State's MBE program or questions related to certification, please contact MDOT's Office of Minority Business Enterprise/Equal Opportunity, telephone 800-544-6056 or view the MDOT website: <http://www.mdot.state.md.us/mbe/index.html>.

MBE Contract Participation Goal/Commitment: 20%

The MBE goal is the minimum percentage the awarded vendor will retain for MBEs of the total overall contract(s) value that is established for this solicitation/awarded contract, unless waived by the College. This subcontracting goal will become part of the contract. The MBE goal may be fulfilled by an MBE prime, if awarded the contract.

Proposers are to provide within their proposal a completed and signed MBE Utilization Affidavit and include a completed MBE Participation Schedule. Proposers are strongly encouraged to include local (Prince George's County based company/ies) MBEs within your firm's proposal. The Procurement Officer may deem the proposal not susceptible of the award, if the MBE documents are not provided within the Proposal.

6. **Acceptance of Terms and Conditions.**

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFQ. The RFQ including all addenda in total shall be incorporated into the Contract by reference. Any exceptions to the terms and conditions shall be submitted as specified in the Response Requirements section of this Solicitation. Contract exceptions not provided in the format required under this RFQ shall not be accepted nor be made part of any Contract, if awarded.

7. Contractual Agreement and Term.

The College's intends to award multiple firms to provide all of partial services. The awarded firms will be issued an initial one (1) year term with four (4) one-year renewal terms the College's sole discretion.

Any Contract arising from this RFQ action shall commence on the date the Contract is executed on behalf of PGCC, or such other date as PGCC and the Contractor shall agree.

8. Confidentiality of PGCC's and Offeror's Information.

Refer to Appendix S, (Provided under a separate cover) for the terms of confidentiality of PGCC's and Offeror's information.

9. Post-Award Confidentiality.

Refer to Appendix C (Provided under a separate cover) for the confidentiality obligations of awardees and PGCC.

SECTION II. SCOPE OF WORK

1. General Overview:

Prince Georges Community College (PGCC) requests proposals for On-Call Facilities maintenance and repair (the “Services) at the PGCC’s main campus in Largo, Maryland. Interested and qualified firms are requested to provide proposals in accordance with the category disciplines, statement of work, and specifications as provided in this Solicitation.

It is the intent of this solicitation for the College to establish a supply of On-Call Licensed general contractors.

The College anticipates awarding multiple vendors for this solicitation. Upon the College’s need, the College may contact the awarded vendor/s for additional proposals/quotes for future services.

The College does not guarantee any amount of work to any awarded vendor. The awarded contracts shall be on an as needed basis.

Awarded Contractors shall provide one or more of the services listed and described below on an as-needed basis. The College may establish routine services with one or more Contractors.

1. Electrical Maintenance Services

Provide diagnostic and repair services to interior and exterior light fixtures and lighting control systems. Lighting fixtures and systems may include pole mounted parking lot lights as well as interior and exterior building mounted lighting fixtures possibly requiring the use of a lift.

Additionally, the on-call electrical firm may be called upon from time to time to undertake projects such as LED lighting fixture upgrades in classrooms and/or offices, adding circuits and duplex outlets to existing service panels and other electrical services in support of HVAC or technology related projects.

Location of services is primarily the Largo main campus, if needed the contractor may be called upon to provide services to the Camp Springs extension center located at 6400 Old Branch Avenue, Camp Springs, MD 20748 or other PGCC locations.

The College may request other electrical services, upon written request.

2. Overhead Rollup Door Repairs Services

Provide annual preventative maintenance to 20 steel rollup garage/loading dock doors. Maintenance to include but not limited to; check cables for wear and replace as necessary, lubricate friction components, inspect/replace rollers as needed, replace any missing weather stripping, test auto-reverse safety features.

Provide on-call service with 48hr response for issues that do not affect the ability to secure the door overnight and same day service for issues that will prevent the door from being secured overnight.

Location of services is primarily the Largo campus, if needed the contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other repair services relating to roll-up door repairs, upon written request.

3. Chemical Fume Hood Inspection, Certification and Repair

The Contractor shall perform annual inspection, certification make any repairs needed to chemical fume hoods and a bio-safety cabinet located on the Largo Campus and other campus locations.

Largo Camps- 19 fume hoods located in Chesapeake Hall Science Building

Laurel College Center (312 Marshall Ave. Laurel Md 20707) – 1 chemical fume hood and 1 bio-safety cabinet.

University Town Center (6505 Belcrest Rd., Hyattsville, Md 20782) – 1 chemical fume hood and 1 bio-safety cabinet

The annual inspection should include measuring velocity and any observable problems with the controls, sash, baffles, plumbing, lights or signs of corrosion.

4. Automatic Sliding Door Repairs On-Call Service

In accordance with the manufacturer recommendation and best practices, the Contractor shall provide twice annual (August/January) preventative maintenance to 5 sets of automatic motorized sliding doors. The maintenance routine will include, but not limited to; maintaining all safety systems, lubricating any friction components and adjusting the distance and force of travel to the extent relevant. The doors are located in: Bladen Hall (3), Dukes Student Center (1), Kent Hall (1).

Contractor will be required to provide on-call service with 48hr response for issues that do not affect the ability to secure the door overnight and same day response for issues that will prevent the door from being secured overnight.

Location of services is primarily the Largo campus, on occasion the contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other services relating automatic door repairs and maintenance, upon written request.

5. Annual Backflow Preventer inspections and reporting to WSSC

Contractor shall perform annual inspection of non-fire system related backflow preventers and submit required documentation to WSSC.

See the schedule, provided under a separate cover (ATTACHMENT A)

6. Semi-Annual maintenance and On-Call Repair of campus backup generators

See the schedule, provided under a separate cover (ATTACHMENT B)

Contractor shall perform semi-annual testing and preventative maintenance on stand-by generators, motors and transfer switches as recommended by the equipment manufacturers but not less than the standard of service described in NFPA 110, Standard for emergency and standby power systems (2010 version or newer).

Systems to be maintained and/or tested include but not limited to:

Oil and oil filter replacement

Coolant system leak and volume checked, specific gravity tested and replaced or topped off as required

Exterior moving parts lubricated as required

Air filter replacement

Starting system: battery, charging system and alternator tested

Automatic Transfer Switch tested

Load tested in accord with requirements for a level 2 facility

Location of services is primarily the Largo campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other backup generator inspections and services upon written request.

7. Boiler and Piping On-Call Services

As needed, the Contractor shall provide boiler and piping diagnostic and repair services to include replacing boiler relief valves, repairing insulation, replace piping and other pressure vessel, combustion and related hot water delivery equipment.

Location of services is primarily on the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other services relating to boiler and piping services, upon written request.

8. **Plumbing Services**

The Contractor shall troubleshoot and make repairs to leaks in water supply lines or to resolve leaks or blockages in sanitary drain lines within or under campus buildings or on the campus grounds.

Location of services is primarily the Largo campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other plumbing services, upon written request.

9. **Roofing Services**

The Contractor shall possess and maintain proper certification to make repairs by the major roof warranty firms including: Firestone, GAF, Koppers Indus., Carlisle, Honeywell, Johns Manville, etc.

The Contractor shall trouble shoot the cause and source of roof leaks and repair via a patch or caulking, if possible. If a larger repair is required, the vendor will provide a quote for the work.

Location of services is primarily on the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other roofing services, upon written request.

10. **Lawn Mower Services**

The Contractor shall provide repair services and parts for lawn mowers and other lawn and landscaping equipment including but not limited to; lawn mower blades, belts, wheels, hubs, pulleys, snow plow blades and small engines and their parts.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other lawn mower services, upon written request.

11. **Floor Tile Removal and Installation Services**

As needed, the Contractor shall source and install VCT or carpet tiles over existing VCT or concrete floor as instructed by the College. The scope of work would also include any necessary prep of the subfloor and supplying and installing vinyl base molding to either match or complement flooring as selected by the College.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other tile and removal services, upon written request.

12. Scope of Work: HVAC Maintenance and On-Call Repair

The Contractor shall provide on-call services to trouble shoot localized system outages and make repairs to or replace elements of campus mechanical systems such as; pumps, motors, fans, belts, compressors, valves, and possibly boiler burner systems.

Additionally, several of the older campus buildings mechanical systems utilize pneumatic controls. The on-call vendor may be called upon to trouble shoot and make repairs to these control systems.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other HVAC services, upon written request.

13. Annual Kitchen Drain Line Hydrojetting and Stormwater Ejector Basin Cleaning

The Contractor shall perform one annual (December) hydrojet cleaning of the sanitary drain line located in the kitchen of the Dukes Student Center building, approximately 100', to the grease trap.

Additionally, the Contractor shall perform one annual (December) service to pump down 5 storm water ejector basins spread across three buildings on the Largo main campus, pressure wash the basins and related equipment, and provide any necessary adjustments to the equipment.

The Contractor shall provide a written quote for services required to repair any deficiencies or needed repairs to or replacements of equipment noted during the test.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other underground tank inspection or repair services, upon written request.

14. Underground Storage Tank Inspections

The Contractor shall be an MDE certified underground storage tank inspector and will perform MDE required annual testing of the College underground fuel and waste oil storage tanks and will submit any required documentation to the MDE.

The Largo campus has one underground gasoline storage tank, one underground diesel fuel storage tank, one underground waste oil tank and one underground fuel oil tank.

Required inspections may be modified from time to time by the MDE but currently must include at least the annual tank tightness test, and inspection of spill protection, overflow protection and vapor recovery systems. Additionally, the Contractor shall calibrate two Veeder-Root TLS-300 tank monitoring systems.

The Contractor shall provide a written quote for services required to repair any deficiencies noted during the test.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other underground tank inspection or repair services, upon written request.

15. **Automobile Lift Inspection and Maintenance**

The Contractor shall provide annual safety inspection and perform any manufacturer recommended or State required maintenance and adjustments to two automobile lifts located in the automobile repair shop on the Largo campus.

One lift is a hydraulic in ground single post lift of unknown age and manufacturer. The second lift is a two post BendPak model XPR-10, 10,000lb lift manufactured in 2014.

The Contractor shall provide a written quote for services required to repair any deficiencies noted during the test.

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other underground tank inspection or repair services, upon written request

16. **Floor Care Equipment Maintenance**

The Contractor shall provide annual onsite maintenance of and on-call repair service, as needed for a variety of College owned equipment.

Maintenance shall be in accord with manufacturer recommendation maintenance and shall include the replacement of brushes and batteries, if needed as well as other wear items.

See the equipment schedule, provided under separate cover (ATTACHMENT C)

Location of services is primarily the Largo main campus, if needed contractor may be called upon to provide services to other PGCC extension centers/locations.

The College may request other underground tank inspection or repair services, upon written request

17. **Swimming Pool Mechanical Equipment Maintenance, Repair, Replacement and repair or replacement of pool deck tile and pool white or skim plaster coat**

The Contractor shall perform scheduled maintenance and/or replacements of mechanical equipment such as; motors, pumps, VFD's, filtering systems, water heating equipment, water treatment systems, valves, air treatment systems, and piping.

The Contractor shall replace grout and reinstall or replace ceramic tile on the swimming pool deck and Natatorium shower/locker rooms, as needed. Further, the contractor shall repair, patch or replace the skim or "white" plaster coating on the swimming pools as required.

18. **Swimming Pool Chemicals**

The Contractor shall supply chemicals and other products needed to operate and maintain two pools and a spa on a schedule defined by the Natatorium operations team.

See the chemical/supply schedule, provided under separate cover (ATTACHMENT D)

19. **Mechanical Equipment Water Treatment**

In accord with industry best practice, manufacturer requirements, and local or national codes, the Contractor shall provide monthly monitoring and management of chemical levels in Boilers, Cooling Towers, and other system that require active water quality management.

20. **Elevator Testing and Inspections**

The contractor shall coordinate with others to perform testing and certification of elevators and other human lifts in accord with County and State requirements.

21. **Mechanical Systems Project Engineering and Bidding**

The College is seeking qualified consulting firms or teams to provide professional services on an on-call basis in the category of Mechanical Engineering Services. All qualified firms that are interested in providing these services to the are invited to submit their Statement of Qualifications. All SOQs must comply with the requirements specified in this Request for Qualifications (RFQ) From this solicitation, the Engineering Department will establish a list of on-call consultants for Mechanical Engineering Services projects. This category is further defined below: Mechanical Engineering projects might involve studies, upgrades, rehabilitation or other modifications. Further, firms approved as on-call consultants must possess the ability to develop bid specifications, assist the College in contractor selection, and serve as the owner's representative during the project and at close-out.

22. Commercial Kitchen Equipment Repair and Maintenance

The College seeks qualified firms to provide services on an on-call basis to perform repairs, maintenance, and replacement of commercial refrigeration and cooking equipment on an as-needed basis for the kitchen in the College dining hall, multiple kitchens in the culinary school building, and other campus coffee shops. Current kitchen equipment includes, but is not limited to: walk-in freezers, walk-in coolers, reach-in freezers, reach-in coolers, ovens, combi-ovens, pizza ovens, kettles, serving lines with heating wells, commercial dish machines, warming cabinets, fryers.

SECTION III.

Article 1. PROPOSAL REQUIREMENTS

1. General Requirement

1.1 Submission.

Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC's Issuing Office that indicate that the Proposal is posted by the Proposer on an electronic site may be rejected or considered non-responsive if contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal. By providing the Proposal to PGCC electronically, the Proposer grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.

The College may deem a submission non-responsive if received after the due date and time. The date time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement.

1.2 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). An appropriate contact name, title, phone number, and email address should also be provided for PGCC's use during the procurement process. Do not include price information in the transmittal letter.

1.3 Signing of Forms: A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

1.4 Initial Criteria:

Clear, concise, yet detailed responses to the criteria below are to be provided in the Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. *Offerors must paginate the Proposal and are requested to provide tabs to separate responses to each of the criteria.*

The following information must be furnished in the Proposal per this solicitation. Failure to include any of the items listed below may disqualify your firm's response. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for PGCC.

1.5 Response Requirements:

The following documentation must be provided in the response:

- **Company and Company Profile.**
 - A. Provide a brief history of the company including the number of years providing services with emphasis on the required functions specified in the Scope of Work above.
 - B. Provide a minimum of three (3) client references, by using the provided Reference Form, see Appendix A (contact name, company name, and telephone number including extension numbers). If available, higher education references are preferred, but not required. PGCC reserves the right to contact references not provided in the proposal.
 - C. Provide the name and contact information of the person assigned to this Contract as the Account Manager/Representative.
 - D. Provide current contractor license(s) held.
- **Service Fees/Pricing**

These on-call Contractors are to be handled as on-call projects developed on the following basis: 1. A site visit is required for all On-Call Contractor(s) that plan to submit a price quote unless waived by the College. The College may elect to rotate among the selected On-Call Contractors on projects. Such projects will require a bid price from the applicable Contractor. The College will request bid(s) from the On-Call Contractor(s). The Contractor submitting the responsive and responsible bid price within the time frame that best serves the College interest and meets all College requirements will be awarded. At that time an award notice and purchase order will be issued to the On-Call Contractor by the College's authorized Procurement Officer; this will confirm the scope of work, commencement and completion dates, time frame and not to exceed bid price.

- **Contract Statement and Acknowledgement of Review of Contract:** The PGCC Contract for this Procurement will contain the provisions in Appendix C (provided under a separate cover) as well as any additional terms required by the College. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor.

Any exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

- **Appendix A Forms**

1. Acknowledgement of Receipt of Addenda Form
2. Bid Proposal/Affidavit
3. Conflict of Interest Affidavit and Disclosure
4. MBE Utilization Affidavit
5. MBE Participation Schedule
6. Financial and Pricing Confirmation Letter
7. References
8. Insurance Coverage (COI)

- **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFQ documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Proposal.
- **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Proposal.

- **Insurance:** Provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability.

1.6 Modifications of Proposal.

Offerors may modify their Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Proposals may not be modified, supplemented, cured, or changed in any way after the due date and time, unless specifically requested by the College.

1.7 Contract.

The PGCC Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the College. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by PGCC. For accounting purposes only, PGCC will also issue a purchase order to the awarded Contractor. Any exception to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

SECTION III
Article 2. EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: The Procurement Officer shall first review for compliance with the mandatory response requirements of this RFQ (i.e., susceptibility of award). Failure to comply with any mandatory requirements will normally disqualify a Proposal. The College reserves the right to waive a mandatory requirement when it is in its best interest to do so.

2. Evaluation of Qualifying Proposals.

2.1 Initial Evaluation: Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the merit of the Proposals in accordance with the response requirements. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the College’s best interest. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

2.2 Shortlisting: In accordance with the response requirements set forth in in this RFQ, a shortlist may be developed based on the Initial Evaluation results. All Offerors will be notified of the results as they pertain to their respective Proposal.

3. Interviews/Oral Presentations/Discussion Sessions. (If invited)

3.1 Purpose: Based on the Evaluation Committee’s Initial Evaluation, the College may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session (“Discussion Session”). The purposes of the Discussion Session are as follows:

- (i) To provide the Offeror the opportunity to demonstrate its product/services;
- (ii) To discuss/clarify any and all aspects of the Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;
- (iii) To allow the College to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services/product and its implementation; and
- (iv) To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Proposal that may require additional clarification.

3.2 Format: The Discussion Session will be informal, as the College is not interested in a sales presentation by executives and business development staff; rather, the College is requesting evidence of the Offerors ability to meet the College's requirements and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the College fully participate in the presentation and discussion. Ample time will be available for the College and the Offeror to ask questions and discuss issues and concerns related to the product, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60-90 minutes in length, to be determined at a later date.

3.3 Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFQ. Offerors are therefore advised to set this(ese) date(s) aside in its (their) entirety on the calendars of the appropriate key personnel.

4. Second Phase Evaluation.

4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks, if performed. The College reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks.

4.2 Process: Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified of the results of the Evaluation as they pertain to their respective Proposals. It is PGCC's intent to incorporate references prior to establishing the final shortlist of proposals. However, the College reserves the right to modify scoring if pertinent information regarding a Proposer's capability is obtain prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Proposals from highest to lowest.

4.3 Additional Technical Information or Technical Evaluation Phases. The College may include additional technical requirements at any time during the procurement process to further ascertain the firms' technical capabilities. The additional information shall be issued to only Proposers shortlisted at any given phase to better determine technical capabilities that may result in a newly established shortlist of firm that will progress further in the procurement process.

SECTION III
ARTICLE 3. FINAL EVALUATION, RANKING AND SELECTION

1. Recommendation of Award or Further Discussions.

The Committee may recommend an Offeror for contract award(s) based upon the Offeror's Proposal without further discussion. However, should the Committee find that further discussion would benefit the College, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the College, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

2. Final Ranking and Selection.

2.1 Process: Following evaluation of the Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial overall ranking of the Proposals and recommend to the Procurement Officer the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to the College. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

2.2 Basis for Award: The College shall award on the basis of the Proposer's technical merit. Award may be made to the Offeror that demonstrates a high level of capability even if its fees and pricing is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the College as set forth in the RFQ.

2.3. Negotiations: The College may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The College reserves the right to make an award with or without negotiation. In the event negotiations between the selected contractor and the College fail to mutually agree on any terms and conditions, the College may rescind the award and conduct negotiations with the 2nd highest ranked firm/contractor. Additionally, if the Contractor fails to actively pursue the finalization and execution of the Contract, the College may rescind the Contract, at any time prior to the full execution of the Contract.

3. Debriefing.

3.1 Request:

Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer **within ten (10) days** after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time. The College will not hold debriefing requests sent after 10 days from the notice of status.

3.2 Discussion: Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror's Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member.

APPENDIX A

PROPOSAL FORMS

- Acknowledgement of Receipt of Addenda Form
- Bid Proposal/Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule
- References Form
- Insurance Coverage (provide your COI) showing your coverage

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFQ NO.: _____

PROPOSAL DUE DATE: _____ at X:XX AM/P.M.

RFQ FOR: _____

NAME OF OFFEROR: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

As stated in the RFQ documents, this form is included in our Proposal.

Signature

Printed Name

Title

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 16-105(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 16-105(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):

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):

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):

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 16-105, 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):

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 21.07.05.11 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)

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 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 College or 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 21.05.02.05B (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 College 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 College may terminate the contract for default, institute proceedings to debar the Contractor from further 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 College or 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 21.05.02.05B (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):

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.

By: _____
(Signature of Authorized Representative and Affiant)

Printed Name: _____

Date: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

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)

1. I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than the percent provided in the solicitation (____%) of the total contract amount, and commits to make a good faith effort to achieve the goal.

Therefore, I will not be seeking a waiver pursuant to MBE provisions included in this solicitation.

OR

I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with the provisions included in the solicitation or as requested by the College at a later date.

2. If requested and/or required under this solicitation by PGCC to submit a- MBE Participation Schedule with our firm's Proposal, I acknowledge that I will/have identify/ied the MBE's that meet the College's MBE status and goal requirements, per

the solicitation documents.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award, whichever is earlier.

- (a) Outreach Efforts Compliance Statement
- (b) Subcontractor Project Participation Certification
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided (or will be provided) not less than the same information and amount of time to respond as were (are) non-MBE subcontractors.

5. I understand that my failure to comply with the requirements of this solicitation and the contract may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.

6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH INITIAL PROPOSAL

**MBE Participation Schedule
(for submission with Proposal)**

This document must be included with the Proposal offer. If the Offeror fails to submit this form with the Proposal offer as required, the Procurement Officer may deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

USE THE ATTACHED CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)
Name: _____ Title: _____

MBE Participation Schedule, continued

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number

Work To Be Performed
Dollar Amount or Percentage of Total Contract

REFERENCES

EACH BIDDER MUST LIST BELOW AT MINIMUM, THREE CUSTOMERS OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE LAST THREE YEARS. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF BIDDER. HIGHER ED. REFERENCES ARE PREFERRED

1. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

2. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

3. Customer Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Email Address: _____

PRICING

Service Fees:

These on-call Contractors are to be handled as on-call projects developed on the following basis:

1. Projects over \$25K: The College may elect to rotate among the selected On-Call Contractors on projects. A site visit is required for all On-Call Contractor(s) that plan to submit a proposal. Each on-call Contractor shall provide a Bid Price and a statement as to proposed time frame to complete the work. The Bid Price is to include a schedule of values of General Conditions Items with a corresponding allowance figure to include all material, labor, and Subcontractor costs (with breakout of material and labor costs) with quoted mark up and/or rate(s).

2. Projects under \$25K: The College may elect to rotate among the selected On-Call Contractors on projects. Such projects will require a bid price or proposal from the applicable Contractor. At that time, a Purchase Order will be issued to the On-Call Contractor by the College's authorized Procurement Officer; this Purchase Order will confirm the scope of work, commencement and completion dates, time frame and not to exceed bid price.

The Offeror represents, and it is a condition precedent to acceptance of this proposal, that the Offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

VENDOR NAME _____
ADDRESS _____
TELEPHONE NO. _____
SIGNED _____
PRINTED NAME _____
TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

In Presence of Witness:

(Name of Co - Partnership)
ADDRESS _____

_____ as to
(Partner)

TELEPHONE NO. _____
Printed Name: _____

_____ as to
(Partner)

BY _____
Printed Name: _____

C. CORPORATION

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

(Name of Corporation)
ADDRESS _____

TELEPHONE NO. _____

BY: _____

Signature of Officer and Title

Printed Name

