Proposal Title: **ARCHITECTURAL & ENGINEERING SERVICES – 140 College Drive Renovation**

This is Request for Proposals #15-031314RFP-01, issued February 20th 2014 by Montgomery County Community College ("the College"), Blue Bell, Pennsylvania. Direct inquiries for information to: Marie Ryan at mryan2@mc3.edu. **Sealed proposals will be accepted prior to 3:00PM March 13 2014.** Proposals received after the stated due date and time shall not be considered.

A Mandatory Pre-proposal Conference will be held in the South Hall Building, Room 221, at the West Campus of the College at 3:00 PM on Thursday February 27th, 2014 to discuss the general scope of services and answer questions. The conference is mandatory. **All questions/requests for information not posed at the pre-proposal conference shall be submitted in writing, addressed to:** Montgomery County Community College, Capital Projects, ATTN:Jaime Garrido, 340 DeKalb Pike, Blue Bell, PA 19422 or emailed to jgarrido@mc3.edu and must be received prior to 3:00 p.m. the College’s next business day following the pre-proposal conference. After reviewing all questions/requests submitted, the College will issue an addendum to respond to items it deems necessary. Changes to this Request for Proposals will be made only by written addendum issued by the College.

Submit Proposals:

**BY MAIL TO:**
Montgomery County Community College, Capital Projects, Office of Finance and Administration
340 DeKalb Pike, Blue Bell, PA 19422

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**
Montgomery County Community College, Capital Projects, College Hall - Room 121, 340 DeKalb Pike, Blue Bell, PA 19422

Proposers shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum No. ______  Date: ________
Addendum No. ______  Date: ________

**Information the Proposer deems Proprietary is included in the proposal response in the separate section of the response identified immediately below. See page three, paragraph two for additional information.**

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

All proposed exceptions to the College’s contract and to the General Terms and Conditions included in this Request for Proposals are included in the section identified immediately below. See page three, paragraph three for more information.
In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Proposer in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Proposer: _____________________________________________________________

Mailing Address: _____________________________________________________________ Remittance Address (If Different): ____________________________

____________________________________________________

Fed ID OR Soc. Sec. No. ______________________________ Date: __________________

Phone: ( ) __________________ Fax: ( ) __________________

Signature: ____________________________________________ Title: ______________________

(Person signing must be authorized to bind the Proposer in contractual matters)

(Applicable to Partnership/Corporation)

Typed/Printed Name: ________________________________

______________________________________________

**INDICATE THE TYPE OF BUSINESS:**

______ Individual Trading in Own Name

______ Individual Trading Under Trade Name

(Individual and Trade Name must be listed below as “legal name”)

______ Partnership

______ Corporation

CORPORATE SEAL:

**SUBMISSION OF PROPOSALS**

1. An original, so marked, and 6 copies, so marked, for a total of 7 of your proposal document are required. Submit proposals in a sealed, opaque envelope, and put the RFP number (Proposals #15-031314RFP-01RFP), title, due
date and time on the outside of the envelope. Proposers are responsible for having their proposal stamped by Purchasing staff before the deadline for receipt of proposals. The College will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the College will notify the Proposer of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the College to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Proposer or in any way restrain or restrict competition. All responsible Proposers are encouraged to submit proposals.

2. Submission of Proprietary Information

Proposers shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Proposers may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.

3. Contract Form, General Terms and Conditions

3.1 The College’s proposed contract document is AIA Document B101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, 2007 Edition. This document will be posted as an addendum after the pre-proposal meeting.

3.2. The College’s proposed contract document and this Request for Proposals contain terms and conditions the College favors and intends to use for the resultant contract. If the Proposer has contractual language and/or contractual documents it wishes to have considered, such contractual language/documents must be submitted as part of the Proposer's proposal response. Any Proposer receiving a contract award shall be required to execute a contract in substantial compliance with the College’s standard contract and will be required to furnish all other required contract documents within 15 days after receipt of notification that the contract is ready for signature; otherwise, the College may award the contract to another Proposer.

3.3 Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Proposer's obligations. Proposers who take exception to mandatory provisions will be requested to withdraw the exception(s). Proposers not agreeing to withdraw exceptions to mandatory provisions may be deemed nonresponsive or may receive a lower evaluation score.

4. Proposals having any erasures or corrections must be initialed by the Proposer in ink.

5. By submitting its proposal response, the Proposer certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the College. Furthermore, more than one proposal for the contract from an individual, partnership, corporation or an association under the same or different name will be grounds for the rejection of all proposals in which the Proposer is interested. Any or all proposals will be rejected if there is reason for believing that collusion exists among any of the Proposers. A Non-Collusion Affidavit shall be executed and submitted with the Proposer’s proposal response using the form as set forth herein. PLEASE READ THE INSTRUCTIONS FOR THE NON-COLLUSION AFFIDAVIT PRIOR TO SIGNING IT. THEY CAN BE FOUND ON THE PAGE IMMEDIATELY FOLLOWING THE AFFIDAVIT, IN APPENDIX A.

6. The College will not be responsible for any expense incurred by any Proposer in preparing and submitting a proposal response. All proposals submitted will become the property of the College.
GENERAL INFORMATION

In September 2001 the College contracted with Spillman Farmer Architects to develop a Master Facilities Plan (“the Plan”) to address development of Central (Blue Bell) and West (Pottstown) campuses over the period 2002-2010. Work began October 2001 and was completed in May 2002, with the College’s Board of Trustees reviewing and endorsing the Plan in June and October of 2002. In the Spring of 2011, the firm of Spillman Farmer Architects was engaged to prepare a master plan for physical growth for both campuses with an approximate ten year time horizon. This plan builds on the College’s previous facilities master plan (2002-2010) and its companion piece update (2005-2006). This 2012-2022 Master Plan is designed to advance the accomplishment of the College’s new strategic plan: “Beyond Access: The Strategic Plan for 2016.” While this plan specifically advances the plan’s strategic goal to “Create a Sense of Place to Support Learning”, it also facilitates accomplishment of the plan’s five other goals, including anchoring the plan’s primary goal of increasing access and student success.

BACKGROUND

This project, which was part of the College’s Master Plan to 2022 and a component of the College’s annual capital request to the Commonwealth of Pennsylvania, will be the final phase required to complete renovation of the former PECO building located at 140 College Drive in Pottstown. The project will consist of the construction of flexible classroom, dry laboratory and auxiliary supporting spaces on the south side of the building to support new and existing programs at the West Campus. Originally the project called for creation of space which was dedicated to environmental science with space dedicated to classrooms and laboratories specifically designed for environmental science. Further review of programmatic needs has led the College to favor building-out more flexible and generic spaces to support various programs and activities. The College anticipates using Multiple-prime contractors (GC, M, P & E) in the construction delivery of the project. Contracting methodology will be traditional design/Bid/Build.

REQUEST FOR PROPOSAL

The proposed design should offer a complete renovation of the 140 College Drive building to include spaces as outlined in the below preliminary building program. The project scope also includes the insertion of structural elements to create the second floor structure.

<table>
<thead>
<tr>
<th>Room Name</th>
<th>Qty</th>
<th>Area</th>
<th>unit</th>
<th>Total area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Floor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generic Classroom</td>
<td>2</td>
<td>750</td>
<td>sf</td>
<td>1,500</td>
</tr>
<tr>
<td>Staff/ Faculty offices</td>
<td>2</td>
<td>100</td>
<td>sf</td>
<td>200</td>
</tr>
<tr>
<td>Receptionist area</td>
<td>1</td>
<td>70</td>
<td>sf</td>
<td>70</td>
</tr>
<tr>
<td>Support Spaces</td>
<td></td>
<td></td>
<td></td>
<td>1,813</td>
</tr>
<tr>
<td>Restrooms</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stairs</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vestibule, Lobby, circulation, walls</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data closet</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>First Floor Total Area</strong></td>
<td></td>
<td></td>
<td></td>
<td>3,583</td>
</tr>
</tbody>
</table>
The contract arising from this Request for Proposals will include any required site planning and related submissions including, but not necessarily limited to, the following:

- a Site Design and Land Development Plan (if required)
- a Storm Water Management Plan (if required)
- an Erosion and Sedimentation Control Plan (if required)
- a sewer planning module application (if required)

The College expects that the Architect selected for the project will provide seamless execution of its responsibilities. Any and all disciplines involved in bringing the project to fruition, unless otherwise specified herein, will operate in an integrated manner under the complete control of the Architect. The Architect shall be fully responsible for securing the necessary resources (professional, technical and other) to complete the work in an expeditious manner. The Architect shall anticipate all necessary requirements of a project of this scope and provide the necessary resources to fulfill its professional and contractual obligations.

Architects can download the 2012-2022 Master Facilities Plan [www.mc3.edu](http://www.mc3.edu). Click on the About Us tab, then on the President’s Office tab, and then on the Special Initiatives tab. With respect to project finances, the College has been successful at securing State and local funding commitments for the project.

PROPOSED SCHEDULE OF IMPLEMENTATION (subject to change)

<table>
<thead>
<tr>
<th>Date</th>
<th>Schedule of Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-20-2014</td>
<td>Issue Request for Proposals</td>
</tr>
<tr>
<td>02-27-2014</td>
<td>Mandatory Pre-proposal Conference, 3:00 p.m.</td>
</tr>
<tr>
<td>03-13-2014</td>
<td>Proposals Due By 3:00 p.m.</td>
</tr>
<tr>
<td>03-27-2014</td>
<td>Discussions with Selected Proposers</td>
</tr>
</tbody>
</table>
SCOPE OF SERVICES

1. The Architect will be expected to provide the College normal and customary professional structural, mechanical, plumbing, electrical, civil, site, environmental, interior design, acoustical, and other engineers, architects, surveyors and/or consultants and other related services necessary for completion of the work.

2. The Architect will be expected to attend all meetings deemed necessary by the College to successfully complete the project. These meetings may include presentation of draft and final reports and designs.

3. Services shall be provided in full compliance with all applicable requirements of local, state and federal regulations along with any revisions thereto which become effective prior to the date stated in the proposed project schedule for final approval of construction documents by the College.

4. The Architect shall be responsible for coordinating with the College and any other local, state or federal agencies regarding the methodology, conclusions and ultimate approval of the construction plans and related documents. This shall include all preliminary as well as final reviews.

5. The Architect shall provide design and construction administration services. These services shall include, but not be limited to, the following:
   
   a. A review of applicable reports developed for this project, these should include but not limited to, all reports generated through design, pre-construction, during construction, and post construction.

   b. The Architect shall inspect all as built conditions including all above ceiling conditions, mechanical, electrical and plumbing conditions. The existing conditions will be shared with all MEPs and be used as a tool to eliminate unforeseen change orders. The Architect shall thoroughly examine any changes from original design, to what is the current design, and the current conditions shall be noted on the demo drawings. All due diligence shall be on the part of the Architect.

   c. During the Construction Documents Phase, the Architect will reproduce, bind and distribute the final copy of the Project Manual, including drawings. The Architect shall include any of these expenses in their lump sum fixed fee.

   d. During the Bidding Phase, preparation of bid documents including Invitation to Bid and Contract, review of bids including any additive bid items, and recommendation as to the lowest responsible, responsive bidder including evaluations of any substitutions for specified materials proposed by the bidder. In addition, if the College elects to revise the project's scope, the Architect's responsibilities shall include those listed above, with regard to any rebidding. Note that these services are to be provided for multiple prime contractor bids (general, electrical, plumbing and fire protection, HVAC, and any others deemed necessary or desirable by the College).

   e. Contract administration, including submission to the owner of written reports detailing the Architect's observations of each site visit during the construction phase. Third party inspections shall be the responsibility of the College, scheduling and payment shall be provided by the College.

   f. Those services described as basic services in AIA Document B101, STANDARD FORMS OF AGREEMENT BETWEEN OWNER AND ARCHITECT, 2007 Edition, with modifications that will be posted as an addendum after the pre-proposal meeting. The basic services include the Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase
Administratively manage the Construction Contract and other services identified in this section or as basic services in Article 12, and include normal structural, mechanical, plumbing, electrical, civil, site, environmental, landscape design, interior design, acoustical, food service, and other engineers, architects, surveyors, and/or consultants and other related services necessary for completion of the work.

g. If required for the project, the Architect shall be required to develop a land development plan, including building and appurtenance locations, building elevations, etc., as required by Pottstown Borough for approval of any required permits. Plans must be developed and approved in accordance with the guidelines of Pottstown Borough. The Architect shall prepare and submit any required use permits to Pottstown Borough. This process may involve presentations to the Planning Commission, Board of Zoning Appeals (for any required zoning variance requests), and the Board of Supervisors, and shall include any changes to the site plan and any additional meetings and/or presentations required by either body to obtain their approval. Prior to submission of the plan to the Planning Commission and Board of Supervisors, the Architect may have to make changes in the plan based upon the requirements of various College Departments and/or outside agencies required to review plan documents. Included in the Architect’s scope of services shall be attendance at all required meetings, presentations to College staff, Commissions, Agencies, Boards, and Authorities, including affected Federal and State regulatory agencies as required by said groups or deemed necessary by the College for successful completion of the work.

h. In addition to all noted meetings the Architect shall provide three, 3-D renderings for multiple presentations. These renderings shall be presented to the College’s Committee and be modified from the input of the Committee. The last and final presentation shall be approved and the final documentation of the design shall begin after Committee approval. The presentations will be presented to multiple constituents and there will be as many presentations as the College deems necessary to keep the College Community apprised of all design aspects.

i. The chosen firm will assign a lead Architect to the project, the lead Architect will be available for calls and meetings as the College deems necessary throughout the project.

j. The Architect's design shall comply with the zoning requirements of Pottstown Borough, Montgomery County, and requirements of all governmental agencies and authorities having jurisdiction over the design and environmental impacts applicable to the work.

k. The Architect shall obtain all Federal, State, and Local approvals necessary for the successful completion of the project unless requested through other means by the College.

l. At the conclusion of the construction project, the Architect shall certify in writing to the College that all materials, equipment, and construction were provided in substantial compliance with the plans and specifications. Provide all final construction drawings in writable CAD form. Certify all work was performed as per the contract documents, obtain and review all construction closeout documents from all contractors. Present to the College in electronic and hard copies of all closeout documents.

m. With regard to any civil engineering, surveys or geotechnical services that are necessary for the scope of the project, the Architect shall retain the appropriate sub-consultants. Such sub-consultants shall be acceptable to the College, in the College’s sole discretion. These services shall be provided as part of the Architect’s lump sum fixed fee for services.

n. With regard to any MEP and Fire Protection services the Architect shall retain the appropriate sub-consultants. Such sub-consultants shall be acceptable to the College, in the College’s sole discretion. These services shall be provided as part of the Architect’s lump sum fixed fee for services.

o. With regard to all other sub-consultants, including, without limitation, any specialty engineers, architects, surveyors, and consultants necessary or recommended for the design of 140 College Drive, the Architect shall retain the appropriate sub-consultants. Such sub-consultants shall be acceptable to the College, in the College’s sole discretion. These services shall be provided as part of the Architect’s lump sum fixed fee for services.
fee for services. As part of its Proposal, the Architect should delineate all sub-consultants that it considers necessary and/or that it recommends for the project.

p. Architects shall also include in their proposed scope any significant task(s) not listed in the Scope of Services but necessary either as a reimbursable expenses under the Architect's Contract or as cost to be contracted for separately by the College. All reimbursable expenses will be included in the lump sum fixed fee.

q. With regard to FF&E the Architect shall be responsible for design of all stationary equipment throughout the building; an example would be fixed computer tables and all millwork. The Architect shall assist the college in the selection of all project required FF&E. The design shall integrate and coordinate all power and data requirements.

**GENERAL RESPONSIBILITY OF THE ARCHITECT**

The services proposed shall be provided in full compliance with applicable local, state and federal regulations along with any revisions thereto which become effective prior to final approval of construction documents by the College.

Coordinating with the College and any other local, state or federal agencies regarding the methodology, conclusions and ultimate approval of the construction plans and related documents shall be the responsibility of the Architect working in conjunction with the College. This shall include all preliminary as well as final reviews.

**PROPOSAL PREPARATION**

The proposal response should address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be simply prepared, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume not exceeding 25 pages in length double-sided. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive.

Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in this RFP document. Following are elements that will be used to evaluate each firm's qualifications:

1. **Title Sheet**
   a. Furnish the information requested on the first two pages of this solicitation and include those pages at the beginning of your proposal response. The name stated on these pages must be the full legal name of the Proposer and the address must be that of the office which will have the responsibility for the services provided. Proposers shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.

2. **Project Team**
   a. Identify the project principal, the project manager, key staff and sub consultants. Present a brief description regarding how the team's qualifications and experience relate to the specific project.
   b. Qualifications and relevant individual experience.
   c. Unique knowledge of key team members relating to the project.
   d. Experience on projects as a team.
   e. Key staff involvement in project management and on-site presence.
   f. Time commitment of key staff.
   g. Qualifications and relevant sub consultant experience.

3. **Firm Capabilities**
a. Are the lines of authority and coordination clearly identified?
b. Are essential management functions identified?
c. Are the functions effectively integrated? (e.g., sub consultants’ role delineated)?
d. Current and projected work load.

Note: Organization charts and graphs depicting your capacity may be included.

4. **Prior Experience**

a. Use this portion of your submittal to describe relevant experiences with the project type described in this RFP document and various services to be provided.
b. Experience of the key staff and firm with projects of similar scope and complexity.
c. Relevant Community College or Higher Ed project experience in the State of Pennsylvania.
d. Demonstrated success on past projects of similar scope and complexity.
e. References.
   i. Note: Include the name and current telephone number of the owner’s project manager for every project listed.

5. **Project Approach**

For the project and services outlined in the RFP document, describe how you plan to accomplish the following project control and management issues:

a. **Budget Methodology/Cost Control.**
   i. Establish and maintain estimates of probable cost within owner's established budget.
   ii. Control consultant contract costs
   iii. Coordinate value engineering activities

b. **Quality Control Methodology.**
   i. Improve energy efficiency through the use of an integrated design process, life cycle costing, the use of an energy standard (ASHRAE/IES 90.1-1989) and the specification of energy efficient materials, systems, and equipment
   ii. Insure the project is designed for durability and maintainability

c. **Schedule.**
   i. Manage the required work to meet the established schedule

6. **Work Location**

a. Describe where the prime and sub consultants will do the key work elements of this project.
b. Proximity of firm’s office to the proposed project location.
c. Firm's familiarity with the project area and municipality having jurisdiction approval process.
d. Knowledge of the local labor and material markets.

7. **References**

a. For Architect and each sub consultant, provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the College may contact.

8. **Fees for Services**

a. Fees for services are to be included with the proposal response. Please base your fees upon a project construction budget of approximately $1,600,000. Please include additional pricing for FF&E support as well as support for interior signage. A schedule of hourly rates for additional services should also be included with your submission. Fees shall be considered in the final ranking of Architects for presentation to the President. As part of the Architects response, provide a detailed schedule of values
for all services.

9. **Insurance**
   
a. The Architect shall be required to maintain in force such insurance, in amounts acceptable to the College, as will protect itself and the College from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation & Employers' Liability, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. The Architect and each of its sub consultants shall furnish Errors and Omissions insurance with coverage of not less than $2,000,000. All insurance shall be provided by companies authorized to conduct business in the Commonwealth of Pennsylvania. The insurers must also have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless the Owner grants specific approval for an exception. The Architect shall furnish the College with an original Certificate of Insurance upon request. The Certificate should name the College as additional insured. The Architect shall notify the College at least 30 days prior to policy cancellation, non-renewal or reduction of coverage. Coverage shall be from commencement of project until final completion.

10. **Other Information**
   
a. Include other relevant information the Proposer deems necessary to provide the services needed to successfully complete the Scope of Services or which the Proposer feels are relevant to its selection.
   
b. Identify what might be expected from the College over and above general assistance, based upon your understanding of the work.

**METHOD OF AWARD**

The President of the College shall appoint a Selection Committee (“the Committee”) to review the qualifications, experience and work of proposing firms, conduct interviews, negotiate pricing and contract terms, and forward a recommendation for award of a design contract to the President. The Committee may conduct discussions with one or more professionals regarding anticipated design concepts and proposed methods of approach to the assignment.

Upon the conclusion of discussions, on the basis of the evaluation factors published herein and all information developed in the selection process to this point, the President or her appointee may choose one or more firms whose shall then be asked to make a project presentation before the College’s Physical Plant Committee. The Physical Plant Committee shall make its own recommendation of award to the College’s Board of Trustees which, in its sole discretion, shall make an award to the firm it considers to be most highly qualified to perform the work. The decisions of both the Physical Plant Committee and the Board may consider cost of services as a factor in the award.

**GENERAL TERMS AND CONDITIONS**

1. **Independent Contractor**

   The Architect is an independent contractor and nothing contained in the contract shall constitute or designate the Architect or any of its agents or employees as employees of the College.

2. **Rejection and Award of Proposals**

   The College reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Proposers. A Notice of Contract Award for this solicitation may be posted on the College’s website.

3. **Withdrawal of Proposals**
3.1 An Architect may withdraw its proposal prior to the deadline for submission upon written request and presentation of proper identification.

3.2 By submitting a proposal response, the Architect agrees that the proposal response will not be withdrawn for a period of 90 days following the due date for proposal responses.

4. Architect Registration/Licensure

4.1 If required in order to provide any of the services in this Request, the Architect certifies that it has the appropriate License or Certificate and classification(s) required to provide the services or perform the work included in this solicitation, prior to submitting the proposal response. If required for the work called for in the Request, the Architect shall also obtain a License from Pottstown Borough, Montgomery County and any other governmental or professional bodies whose approval to provide services is required.

5. Ownership of Documents

5.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Architect under any resultant contract shall, at the option of the College, become College property and shall be delivered to and remain the property of the College upon completion of the work or termination of the Contract. The College shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Architect. The documents shall include writable CAD.

6. Not used

7. Royalty And License Fees And Copyright, Trademark And Patent Protection

7.1 In submitting its proposal response, the Architect certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

7.2 Unless specified otherwise in the Contract, the Architect shall pay all royalty and license fees relating to the items covered by the contract.

7.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Architect shall indemnify and hold harmless the College from any cost, expense, damage or loss incurred in any manner by the College on account of such alleged infringement.

8. Contract Changes

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The College will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

9. Payment For Services

Payments to the Architect shall be made within 30 days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the contract. Backup documentation for each invoice shall be provided in detail satisfactory to the College. The Architect's records and documentation supporting such invoices shall be made available to the College upon reasonable request. The Architect agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Included in the response to the RFP shall be a schedule of values.
broken out in detailed line items.

10. **Damage to Property**

The Architect shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the contract. The Architect shall repair to proper working order or replace, to the College's satisfaction, any property damaged directly or indirectly by its actions or omissions.

11. **Compliance With All Requirements**

The Architect shall comply with all applicable Federal, State and Local laws, codes and regulations. The Architect shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

12. **Legal Proceedings**

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in Montgomery County, Pennsylvania.

13. **Additional Services**

The College may add or make changes in the Scope of Services, inclusive of services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

14. **Subcontracting And Assignment Of Work**

The Architect shall not subcontract or assign the contract, in whole or in part, other than that specifically stated in the contract, without the express written consent of the College. A description of any work the Architect proposes to subcontract shall be submitted to the College for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Architect and the Architect will be responsible to the College for all work performed by any subcontractor or special consultant.

15. **Notification**

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Architect in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the College shall be given to Montgomery County Community College, Office of Administration and Finance, 340 DeKalb Pike, Blue Bell, PA 19422. The Architect agrees to notify the College immediately of any change of address or legal status. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

16. **Severability**

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

17. **Payments To Subconsultants**

The Architect agrees to make payment to its subconsultants in accordance with the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq.
18. **Contractual Claims**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Architect's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Vice President of Finance and Administration, Montgomery County Community College, 340 DeKalb Pike, Blue Bell, PA 19422 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Vice President shall render a decision on the claim and shall notify the Architect within 30 days of receipt of the claim. The Architect may appeal the decision to the Physical Plant Committee of the Montgomery County Community College Board of Trustees by providing written notice to the Vice President, within 15 days of the date of the decision. The Physical Plant Committee shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Architect institutes litigation within 30 days by filing suit with the Court of Common Pleas of Montgomery County, Pennsylvania. Invoices for all services or goods provided by the Architect shall be delivered to the College no later than 30 days following the conclusion of the work or delivery of the goods. The Architect expressly waives any right to penalties, interest and attorney’s fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq. The Architect expressly acknowledges and agrees that the project and site is used for purely public purposes and neither the Architect nor its subconsultants have any right to file any claim or lien against the project or property under Pennsylvania’s Mechanic’s Lien Law.

19. **Ethics in Public Contracting**

19.1 The provisions contained under Chapter 45 (Antibid-Rigging) of Title 62 of the Pennsylvania Consolidated Statutes shall be applicable to all contracts solicited or entered into by the College.

19.2 The provisions of this article supplement, but do not supersede, other provisions of Pennsylvania law.

20. **Audit**

20.1 The Architect shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five years after the effective date of final payment or contract termination. During this five year term, the College, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Architect during the Architect’s normal working hours.

20.2 There shall be no fees or costs charged to the College by the Architect for any such audit activities.

20.3 The Architect shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the College’s rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the College. Should the Architect fail to ensure the College’s rights under this section, the Architect shall be liable to the College for all reasonable costs and expenses the College may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

21. **Precedence Of Documents**

The precedence of documents shall be as follows: the Contract, the Request for Proposals and the Proposer’s response to the Request for Proposals.

22. **Indemnification**

To the full extent permitted by law, the Architect shall indemnify and hold harmless the College and its officials, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court
costs) arising out of or resulting from this contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Architect, any subconsultant, any persons or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable.

23. Financial Statements

23.1 Any entity responding to this solicitation, and the Architect chosen as a result of this solicitation, by submission of a response to this solicitation, agrees to provide the College, within 10 calendar days of the College’s request, a copy of its most recent audited financial statement(s) and those of any of its parent companies and/or subsidiaries having any material influence on the goods/services provided, or to be provided, under the resultant contract with the College. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is complete and is the most recent audited financial statement(s) available.

23.2 The financial statement(s) shall be provided at no charge to the College, and the College shall be under no obligation to return the financial statement(s).

23.3 The Architect chosen as a result of this solicitation shall require this same provision to be included in the contracts of all subcontractors and any other entities providing any services related to the College contract, so as to guarantee the College’s rights to obtain financial statements. Should the Architect fail to ensure the College’s rights under this section, the Architect shall be liable to the College for all reasonable costs and expenses the College may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

24. Termination

The College may, by written notice to the Architect, terminate the Contract at any time for the College's convenience by giving at least five calendar day’s prior written notice of such termination and specifying the date of such termination. Notice shall be sent by certified mail to the above office or hand delivered to the project representative and shall be effective upon receipt. Upon receipt of such notice, the Architect shall: (1) immediately discontinue all services affected upon receipt of termination notice; and (2) deliver to the College all finished and unfinished documents, data, studies, maps, models, photographs, reports, computations, estimates, summaries, computer programs, and such other information, materials and documents as may have been provided by the College or prepared by the Architect or accumulated by the Architect during the performance of this Contract and all such material shall become the property of the College. In the event of a termination not the fault of the Architect the Architect shall be compensated for all services performed to the termination date, with reimbursable expenses then due, which may include reasonable and necessary costs of the Architect, approved in advance by the College, in reporting to the College, compiling data for the College, and completing a report for the College on the services performed to the date of notice of termination. Notwithstanding the above, the Architect shall not be relieved of liability to the College for damages sustained by the College by virtue of any breach, act or omission by the Architect. The contract will terminate immediately upon failure of the Montgomery County Community College Board of Trustees to appropriate funds for its continuance.

25. Conflict of Interest

The Architect certifies that neither it nor any subcontractor is now engaged in any work, nor will they engage in subsequent assignments during the term of the Contract, that will pose conflicts with the interests of the College relative to the work covered by the Contract. The College will be notified of any potential conflicts of interest of the Architect or any subcontractor by the Architect prior to the Architect undertaking such assignments. The Architect further agrees not to use any of the information it receives or any of its work product in any manner contrary to the College's interests both during the contract term and thereafter.
APPENDIX A

Non-Collusion Affidavit

(See Below)
NON-COLLUSION AFFIDAVIT

State of ____________________________ : SS
County of ____________________________ :

I state that I am ____________________________ of ____________________________
(Title) (Name of Firm)
and that I am authorized to make this Affidavit on behalf of my firm, and its Owners, Directors and Officers. I am the
person responsible in my firm for the price(s) and the amount of this Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without
consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s)
or approximate amount of this Proposal, have been disclosed to any other firm or person
who is a proposer or potential proposer, and they will not be disclosed before Proposal
opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a proposal higher than this Proposal, or to submit
any intentionally high or noncompetitive proposal or other form of complementary bid.

4. The Proposal of my firm is made in good faith and not pursuant to any agreement or
discussion with, or inducement from, any firm or person to submit a complementary or
other noncompetitive proposal.

5. ____________________________, its affiliates,
(Name of My Firm)
subsidiaries, officers, directors and employees are not currently under investigation by
any governmental agency and have not in the last three years been convicted or found
liable for any act prohibited by State or Federal Law in any jurisdiction, involving
conspiracy or collusion with respect to bidding on any public contract except as follows:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I state that ____________________________ understands
(Name of My Firm)
and acknowledges that the above representations are material and important, and will be relied on by MONTGOMERY COUNTY COMMUNITY COLLEGE in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from MONTGOMERY COUNTY COMMUNITY COLLEGE of the true facts relating to the submission of proposals for this contract.

______________________________

(Name)

______________________________

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ________ DAY

OF __________________, 20__.

______________________________

Notary Public

______________________________

My Commission Expires
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Request for Proposals. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all of persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal, and an Affidavit must be submitted separately on behalf of each party.

5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Proposal.

7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.