



PRINCE GEORGE'S
COMMUNITY COLLEGE

PRINCE GEORGE'S COMMUNITY COLLEGE

REQUEST FOR PROPOSAL #22-09

FOR

Flexible Spending Account Administrative Services

Issue Date: October 19, 2021

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 Proposal 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 RFP. It is the sole responsibility of any Prospective Offeror to visit the College's website for all documents relating to this RFP. 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

RFP #22-09

Issue Date:	October 19, 2021
Last Day for Questions:	November 2, 2021 10:00 AM ET
Responses to Questions by:	November 15, 2021 close of business
Due Date for Proposals:	November 22, 2021 at 10:00 AM ET
Oral Presentation/Discussion Session(s): If held and for invited shortlisted firms only	December 2, 2021 (projected)
Contractor(s) Selection Anticipated to be finalized:	January 11, 2022 (projected)
Contract Commencement:	January 25, 2022 (and, upon Board approval)

Note: Proposals are to be provided by the due date and time noted above. Proposals are to be submitted electronically to Issuing Office Contacts noted in this RFP. Firm's shall receive an email confirmation of receipt. Confirmation of receipt does not constitute as acceptance of any submissions. Firms that do not receive an email confirmation are responsible to contact the Issuing Office, to ensure submissions were received for consideration.

PRINCE GEORGE'S COMMUNITY COLLEGE

RFP 22-09

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ATTACHMENT A: Flexible Spending Account Information Workbook

APPENDIX A: Technical Proposal Documents and Forms

- Acknowledgement of Receipt of Addenda, if any issued
- Bid/Proposal Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule
- References

APPENDIX B: NOT INCLUDED/APPLICABLE

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REQUEST FOR PROPOSALS

FOR

Flexible Spending Account Administration Services

SECTION I. GENERAL INFORMATION

Summary.

1.1. Solicitation. Prince Georges Community College (PGCC) requests proposals from experienced firms to provide Flexible Spending Account (FSA) Administrative Services. Interested and qualified firms are requested to provide proposals in accordance with the time frame, statement of work, and specifications as provided in this Solicitation.

It is anticipated that one (1) contract (the “Contract”) will result from this RFP-22-09. However, the College reserves the right to award multiple firms. The contract resulting from this Solicitation is anticipated to have a three-year, initial term with the option to renew for two (2) additional one (1) year, at the College’s sole discretion.

1.2. Procurement Regulations. This RFP shall be conducted in accordance with College’s Policies and Procedures. The procurement method is Competitive Sealed Proposals.

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.

Nena Charity, Procurement Coordinator
Prince George’s Community College
Office of Procurement, Suite 264
Largo, MD 20774-2199
charitnl@pgcc.edu
Telephone No.: 301-546-6000

and

Beth Vu Kirk, Director of Procurement
Prince George's Community College
Office of Procurement, Suite 264
Largo, MD 20774-2199
Kirkbv@pgcc.edu
Telephone No.: 301-546-6000

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 RFP.

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

4.1 Technical Proposal Submission. SUBMIT ONE PDF: "FIRM_NAME_TECHNICAL PROPOSAL" and Completed Excel Workbook (Attachment A) "Firm Name_FSA Workbook" in Excel format

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". It is essential submission are emailed well before the deadline time to ensure receipt before or by the designated time.

Technical Proposals are to be submitted under a separate PDF from the Price Proposal.

4.2 Fee/Price Proposal Submission. SUBMIT ONE PDF TITLED: “FIRM NAME_ PRICE PROPOSAL”

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”.

Price Proposals are to be submitted under a separate PDF from the Technical Proposal.

4.3 Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

4.4 The Technical Proposal and/or Price 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: 15%

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 Technical 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 RFP. The RFP 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 RFP shall not be accepted nor be made part of any Contract, if awarded.

7. Contractual Agreement and Term.

It is intended that one (1) awarded firm will result from this Solicitation.

Any Contract arising from this RFP 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. Overview.

The College is seeking a firm to provide Flexible Spending Account (FSA) Administration services for its Health Care and Dependent Care FSA plans. The FSA accounts are funded with employee pre-tax contributions. The College does not provide any subsidy or match contribution to employees electing to contribute to the FSA. The College does pay the cost for administering and maintaining the FSA plan.

2. Contractor shall perform the work and services necessary to administer Flexible Spending Accounts. The work expected includes, but is not limited to the following:

- a. Employee access to web-based portal for reviewing account balances and claim status
- b. Acceptance of electronic election and eligibility file from the College on a regular basis
- c. Mailing of at least 2 FSA Debit cards to Employees contributing to an FSA account
- d. Provide access to the College to a web-based portal to review employee account balances, track file upload status, and monitor other general services and account status
- e. Provide account management services to the College for questions, ongoing planning, and attendance at regular meetings
- f. Provide contracts and documents that define benefits, services, and operations of the FSA
- g. Provide regular reports to the College and enrolled employees regarding account balances and year-end forfeitures
- h. Perform Non-Discrimination Testing for the HCFSA and DCFSA following to start of a new Plan Year (typically begins July 1)
- i. Collaborate with other third-party partners as requested by the College

This and other work are defined within this RFP and separate Excel Workbook for ease of use should be completed and returned as a part of your response to this RFP

3. Current Funding/Rate Structure

The College shall pay the administration fees monthly based on a PEPM rate. The fee is charged for each employee with an account. Employees with both a DC FSA and HC FSA are only charged as one account.

SECTION III.
Article 1. TECHNICAL PROPOSAL REQUIREMENTS

1. General Requirements

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.

Technical Proposals are to be submitted under a separate PDF from the Price Proposal.

1.2 Transmittal Letter: A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical 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 Technical Criteria:

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical 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 Technical Proposal and are requested to provide tabs to separate responses/sections to each of the technical criteria.*

The following information must be furnished in the Technical 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 Technical Response Requirements:

Firms are to provide one PDF organized exactly as outline and organized below, by TABs listed below. PDF that are too large to share via email, must provide a link to download the PDF

Tab 1: Table of Contents

Include a Table of Contents displaying the organization of the proposal being submitted.

Tab 2: Transmittal Letter This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to provide the services during the contract term. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two pages in length.

Tab 3: Firm Information

Section 1: Firms are to complete the **Flexible Spending Account Information Workbook (Attachment A)**, provided under a separate cover in Excel; format. Note: *There are 4 spreadsheet tabs (Cover, Authorization, FSA Questionnaire, and FSA Plan Design) within the workbook that must be filled out and provided within your proposal (PDF) and as a separate document in Excel format.*

The 5th tab, pricing must be provided separately under your Firm's Pricing Submission.

Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

Section 2:

Acknowledgement of Review of Contract Statement. Provide a statement accepting the College's standard contract terms and conditions. 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 exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

Tab 4:

Appendix A Forms

1. Acknowledgement of Receipt of Addenda Form
2. Bid Proposal/Affidavit
PGCC RFP 22-09 – Flexible Spending Account Admin. Services

3. Conflict of Interest Affidavit and Disclosure
4. MBE Utilization Affidavit
5. MBE Participation Schedule
6. References
7. Insurance COI

- **Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP 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 Technical Proposal.
- **Proposal Affidavit:** Complete and sign the Proposal Affidavit enclosed in Appendix A and enclose with the Technical 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 Technical Proposal.

Offerors may modify their Technical 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. Technical 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. TECHNICAL EVALUATION PROCESS

1. Qualifying Proposals.

1.1 Procurement Officer Review: **The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP (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.**

Offerors responding to this solicitation must meet all requirements contained herein. If a Proposer does not meet all technical proposal submission requirements, the College may classify the Proposers' bid as unresponsive/unacceptable. Should a proposal be found unacceptable or if an offeror is found not responsible, the proposal will neither be scored nor considered further.

1.2 Evaluation and Selection Committee: All Qualifying Proposals will be reviewed by a PGCC Evaluation and Selection Committee (the "Committee") established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate College staff or request additional technical assistance from any other source.

2. Technical Evaluation of Qualifying Proposals.

2.1 Initial Technical Evaluation: Following the Procurement Officer's qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Article 1, § 2, above. 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 Technical Proposals represent.

2.2 Shortlisting: In accordance with the Evaluation Criteria set forth in Article 1, § 2, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

3. Interviews/Oral Presentations/Discussion Sessions.

3.1 Purpose: Based on the Evaluation Committee's Initial Technical 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 Technical 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 Technical 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 Technical 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 RFP. 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 Technical Evaluation.

4.1 Criteria: Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical 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. The order of Evaluation Criteria remains the same.

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 Technical Evaluation as they pertain to their respective Technical 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 Technical Proposals from highest to lowest.

4.3 Additional Technical Information. 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 further determine technical capabilities that may result in a newly established shortlist of firm, those firms will further progress into the procurement process.

SECTION III
ARTICLE 3. PRICE PROPOSALS

1. Submission.

Price Sheet(s) must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. Offerors must use the Price Pricing Sheeting included in the **Flexible Spending Account Information Workbook, Attachment A, 5th tab.**

Provide all of the requested information.

The quoted rates and fees shall be valid for the initial term of the Contract and will remain in effect throughout the renewal terms of the contract, unless the Contractor submits a request in writing to the PGCC Procurement Office sixty (60) days prior to the end of each term. PGCC will have sole discretion to approve or deny rate increase requests.

Proposer are to provide any and all other fees not listed.

3. Evaluation.

The College may elect to request Best and Final Price Proposals (BAFO's).

The Committee will establish a financial ranking of the final Financial and Price Proposals from lowest to highest total offers. The pricing rating shall be incorporated/considered in the overall proposal score. The College reserves the right to review and rank pricing upon the completion of the technical review and/or to establish the final ranking. The College may only review/evaluate the top ranked firms established upon the completion of the technical evaluations.

SECTION III
ARTICLE 4. 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 Technical Proposal and Price 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 Technical Proposals and the Financial and Price 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: Technical merit may have a greater weight than financial and price in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Financial and Price Proposal 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 RFP.

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. Requests received after 10 days from the Offerors' notice may not be scheduled, as the College's sole discretion.

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

TECHNICAL PROPOSAL FORMS

- Acknowledgement of Receipt of Addenda Form
- Bid Proposal/Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule
- References

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.: _____

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

RFP 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 RFP documents, this form is included in our Technical 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 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal, law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

Name: _____

Address: _____

(If not applicable so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

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

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

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

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

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

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 subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. 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 Technical 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 TECHNICAL PROPOSAL

**MBE Participation Schedule
(for submission with Technical 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: _____ % \$ _____

<p>Document Prepared By: (please print or type) Name: _____ Title: _____</p>

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	

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: _____

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: _____

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

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)
ADDRESS _____

TELEPHONE NO. _____

In Presence of Witness:

_____ as to

Printed Name: _____
BY _____
(Partner)

_____ as to

Printed Name: _____
BY _____
(Partner)

C. CORPORATION

(Name of Corporation)
ADDRESS _____

TELEPHONE NO. _____

Attest:

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

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

BY: _____

Signature of Officer and Title

Printed Name

Title

