

# **PRINCE GEORGE'S COMMUNITY COLLEGE**

# **REQUEST FOR PROPOSAL #21-05**

# FOR

# Dr. Charlene Mickens Dukes Student Center Design Services

# **ISSUE DATE: SEPTEMBER 16, 2020**

**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: <u>https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/</u>

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

#### SOLICITATION SCHEDULE

#### **RFP #21-05**

Issue Date:	September 16, 2020
Pre-Proposal Virtual Conference: Register by Sept.21, 2020 10:00 PM	September 24, 2020, 10:00 AM
Last Day for Questions:	September 30, 2020 at 10:00 AM ET
Responses to Questions by:	October 5, 2020
Technical Proposal Due Date:	October 19, 2020 at 10:00 AM ET
Financial and Price Proposal Due Date:	October 19, 2020 at 10:00 AM ET
Oral Presentation/Discussion Session(s): For invited shortlisted firms only	October 27-28, 2020 (projected)
Contractor(s) Selection Anticipated to be finalized:	November 4, 2020 (projected)
Contract Commencement:	NLT November 16, 2020 (and, upon Board approval)

Note: Responses are to be provided by the due date noted above. Responses are to be submitted electronically to Issuing Office Contacts noted in this RFP.

#### PRINCE GEORGE'S COMMUNITY COLLEGE

#### RFP #21-05

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# **REQUEST FOR PROPOSALS**

#### FOR

# Dr. Charlene Mickens Dukes Student Center Design Services

# SECTION I. GENERAL INFORMATION

#### Summary.

**1.1. Solicitation.** The intent of this Request for Proposal ("RFP" or "Solicitation") is to provide architectural and engineering firms an opportunity to present their qualifications and experience, to providing the scope of services in relation to the needs of Prince George's Community College ("PGCC" or "College"). Proposals that concisely present the information requested in the order and manner requested will be considered more favorably than a Proposal ("Proposal" or "Offer") from an Offeror of commensurate qualifications that displays a lack of organization, conciseness, or attention to detail.

Prince George's Community College, 301 Largo Road, Largo, Maryland 20774, requests written proposals from qualified firms to provide architectural, engineering and consulting services for the design of a code-compliant and accessible renovation to the existing Largo Student Center with a new 3 story addition as defined in the Educational Specifications (Part I and Part II) dated 1 May 2018. The completed project will be renamed as the Dr. Charlene Mickens Dukes Student Center. The successful A/E Team will present previous experience providing specifications/design for College/University and/or large commercial building renovation/new construction projects. Previous experience must support the firm's capability to design large renovation/new projects. Firms must have building design experience with Higher Educational Academic and Laboratory Classrooms, Food Service, Merchandising and Retail, and Conference building types and spaces. Architectural, Engineering and Site Permitting services shall be provided to complete the required submissions to applicable Prince George's County agencies and Maryland State Agencies, as required, to obtain all necessary approval(s) and construction permit(s) for the successful renovation and addition.

The Dr. Charlene Mickens Dukes Student Center project will renovate approximately 51,287 Net Assignable Square Feet (NASF)/69,116 GSF of space and add approximately 27,683 NASF/64,731 GSF of space to the existing Largo Student Center. The proposed solution will replace deteriorated building infrastructure components, remediate deferred maintenance backlog, correct extensive ADA issues, modernize finishes and equipment, provide collaborative classrooms and laboratories and innovative study spaces, expand food service operations to better serve the campus community, and renovate conference/meeting spaces to better support critical campus events which cannot be accommodated within the existing facility. Beyond standard and shared protocol offices and classrooms, the renovated Dr. Charlene Mickens Dukes Student Center will feature student maker/market space, Student Government and Club areas, and an expanded College Store.

The College has established a requirement of LEED Gold Certification for this project, with an expected construction budget of \$62,500,000.

The design team will be responsible for adherence to both State of Maryland and Prince George's County regulations and code requirements on this project.

**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.

One of the ways Prince George's Community College envisions success is by planning, constructing, renovating and maintaining its physical assets and resources. Three major construction and renovation projects, totaling approximately \$150,000,000 were recently completed, and the College recently commenced work and the renovation and addition to Marlboro Hall with an estimated construction budget of \$95,000,000. These recent and current projects exemplify an ambitious endeavor to create an environment where all students thrive and will allow the College to better serve the evolving educational needs of Prince George's County. Beyond the Dr. Charlene Mickens Dukes Student Center project, the College has other significant projects upcoming including, but not limited to, constructing a new Athletic Facilities and Learning Center with a new 8 lane track, synthetic soccer field, walking course, and adding new site features within the athletics fields, renovation to the Bladen Hall 2<sup>nd</sup> and 3<sup>rd</sup> Floors, North Parking Garage, Kent Hall Renovation and Addition, 2022 Largo Campus Master Plan, and the Health and Wellness Studies and Fitness Center. For more facts about Prince George's Community College, please visit <u>http://pgcc.edu/about\_pgcc</u>, and see below Figure 1: 2012 Campus Master Plan.

Prince George's Community College Facilities Master Plan 2012-2022



Figure 1: Campus Master Plan

#### 2. Issuing Office.

#### 2.1. Issuing Office:

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

and

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

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

#### **3.** Questions and Inquiries.

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

The virtual pre-proposal conference will occur on the date, time, and location detailed under the Solicitation Schedule and in this RFP.

A Pre-Proposal Conference will be held in accordance with the Solicitation Schedule to clarify the requirements of this solicitation. Potential Proposers are to attend in person. <u>Interested parties are to notify the Issuing Office and register for attendance at this conference. Only registered attendees will be given access to the virtual pre-proposal conference call.</u>

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals. Appropriate auxiliary aids and services for qualified individuals with disabilities may be provided upon request. Contact the Issuing Office with specific requests at least five (5) business days prior to conference. A list of attendees will be issued via an Addendum.

To register: Email the Issuing Office contacts by 10:00 AM ET, September 21, 2020. Late request may not be responded to prior to the scheduled conference. Attendance is not required to submit a proposal. Only registered firms will be sent a virtual link to attend. It is the sole responsibility of interested Proposers to ensure a link is provided prior to the scheduled virtual meeting.

#### **Available Drawings**

Due to COVID- 19 pandemic a tour of the building will not be held. However, Largo Student Center building layout and drawings are located at the College's Procurement website, 21-05 advertisement.

# 5. Technical Proposal Submission. SUBMIT ONE PDF: "FIRM NAME Technical PROPOSAL"

**5.1.** Proposals are to be provided to the Issuing Office in accordance with the Solicitation Schedule. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). Hyperlinks to software products sent to PGCC's Issuing Office that indicate that the Proposal is posted 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.

#### Fee/Price Proposal Submission. SUBMIT ONE PDF TITLED: "FIRM NAME\_ Price PROPOSAL"

**5.2.** 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.

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

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

**5.4** The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by PGCC to be an Offer.

#### 6. **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: <u>A Minority Business Enterprise (MBE) is any legal entity</u>, 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: 25%

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. <u>The</u> <u>Procurement Officer may deem the proposal not susceptible of the award, if the MBE documents are</u> <u>not provided within the Technical Proposal.</u>

#### 7. 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.

#### 8. Contractual Agreement and Term.

It is intended that one (1) 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.

#### 9. 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.

#### 10. 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.

It is the College's intent to renovate with an addition to the current Largo Student Center which will become known as the Dr. Charlene Mickens Dukes Student Center when completed. This project will provide collaborative classrooms/laboratories and innovative study spaces, expand food service operations to better serve the campus community, and renovate conference/meeting spaces to better support critical campus events which cannot be accommodated within the existing facility.

The College-approved Concept Design shall be developed into code-compliant Construction Documents, which will, at a minimum include required specifications, plans, elevations, sections, schedules, details, etc., for effective submission to the necessary State of Maryland agencies and Prince George's County reviewing agencies for approvals and permitting. Consultations/meetings (with the College and other required agencies), Permit Package Preparation/Processing, and Coordination with the selected General Contractor is to be included within the scope of work to ensure that the State of Maryland and Prince George's county-approved design is successfully installed or constructed on the project site.

#### 2. Scope of Work

(Refer to Special Conditions Part I; The Architect's Engineer's Services for additional Requirements)

- 1. At a minimum, the following disciplines are required for the Consultant's team/staff:
  - a) Architect
  - b) Interior Designer
  - c) Mechanical (HVAC Engineer, HVAC Controls)
  - d) Plumbing Engineer
  - e) Electrical Engineer including a Lighting Specialist
  - f) Energy Analyst
  - g) LEED designer
  - h) Structural Engineer
  - i) Site Civil Engineer
  - j) Landscape Architect
  - k) Acoustical Engineer
  - 1) Fire Protection Engineer
  - m) Audio-visual Specialist
  - n) Food Service Consultant
  - o) Telecommunications and Data Specialist
  - p) Geo-Technical Engineer
  - q) Commissioning Agent
  - r) Cost Estimator
  - s) Schedulers (Independent Consultant)
  - t) County Peer Reviewer
- 2. The consultant is responsible during each phase of design to study, develop and recommend alternatives that will achieve cost efficiencies to maximize available funding. Creative design solutions are sought rather than reductions in the defined project requirements. The consultant is expected to bring solutions forward to the College for review and consideration other than what is detailed in the RFP or indicated in

the Largo Student Center Renovation / Addition Educational Specification (Part I and Part II) dated 1 May 2018.

3. The consultant shall provide the College complete Analysis (including accurate Existing Conditions drawings), Program Development, Preliminary Design, Schematic Design, Design Development, Fixture and Equipment selection (accompanied by verifying the availability of all recommended products), Construction Documents, Bidding of Construction services, Construction Administration, Completion & Acceptance Services, and Post Construction Services. Design performance criteria shall comply with applicable sections of the Maryland Department of General Services (DGS) Procedure Manual for Professional Services, July 2019 edition or the most recent edition (available on line at dgs.maryland.gov/Documents/ofp/Manual.pdf). Design stage submissions to the College shall include at a minimum: Programming and Concept Design, Schematic Design with Outline Specifications, Design Development with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level, and 100 percent Construction Document Drawings with Full Specifications at 50% Level. Documents to be submitted to the College by means of (hard copies, an electronic CD, and a post of the drawings to an FTP site). For each submission unless directed otherwise, the College shall receive a minimum of five (5) hard copies (2 full-size, 3 half-size sets). In addition, if requested by the College, the consultant shall also provide AutoCAD files.

Consultant work shall include all necessary phases to execute the scope of work noted in this RFP:

Phase 1: Programming & Concept Design

Phase 2: Schematic Design

Phase 3: Design Development

Phase 4: Construction Documents

Phase 5: Bidding

Phase 6: Construction Phase: Including Post Construction Services

- 4. The consultant shall be staffed accordingly to complete 100% construction documents per the consultants bid submitted schedule.
- 5. Attend a pre-design meeting and complete an extensive walk-thru and survey of the existing site.
- 6. Survey work shall include completing required topographical survey(s), geotechnical survey(s)/report and other required testing to meet Stormwater Management Program requirements, Existing Conditions drawings and accurately detailing existing site conditions of all work affected by the proposed design. An accurate, electronic-formatted detailed survey shall provide all required information necessary to place the current and new site configuration and conditions and show the correct location and depth of utilities and any other below ground infrastructure. Partial site documents are available for reference; however, there are no assurances that the reference files or records are complete, accurate or will contain needed information. As such they are only to be used as a guide, and not the base of design.
- 7. Consultant shall be responsible for accurately defining existing conditions and spatial relationships to ultimately produce accurate Existing Conditions documents. Any design modifications required to existing systems shall be included in the scope of this work. The extent of the information and work required shall include, but not be limited to, all existing planimetric maps, topography, utilities, sub-

surface conditions, site improvements, sidewalks, pedestrian spaces, significant vegetation and natural features, and any legal restrictions that might be applicable.

- 8. Consultant shall provide all necessary site surveys and tests needed to understand the conditions of the site, including, but not limited to applicable ADA accessibility, rights-of-way, easements, restrictions, etc. to the College.
- 9. Consultant shall perform all necessary tests, including, but not limited to soils testing, assessing above and below ground conditions, borings, test-pits, utility tests holes, samples and sub-surface tests as required to accurately identify site conditions and make all necessary design recommendations. The consultant is responsible for all required support services, e.g. a surveyor, geotechnical services, utility locators, environmental specialists, etc.
- 10. It will be the responsibility of the consultant to consult with the college to verify requirements and design needs, and then recommend alternate solutions not noted by the College. The design of all Baseball field items must support its use as a NJCAA regulation facility.
- 11. The consultant shall include detailed demolition drawings and specifications to demo or replace all existing natural grass (earth) surface and related equipment within existing to remain field perimeter fencing.
- 12. Design shall include, but not be limited to: site grading, baseball field drainage system, perimeter attachment system for turf, synthetic turf plans and details including field markings and graphics, and equipment to be replaced-in-kind. Provide specifications that set forth contractor performance requirements and warranties.
- 13. Consultant shall work with a project team comprised minimally of representatives from Facilities Management and Student Services (the Athletic department)
- 14. The consultant shall attend as many progress meetings with the College as are necessary to complete the Design (of the) Outdoor Baseball Field Synthetic Turf scope of work on schedule. Record and distribute minutes. The consultant will serve as the technical advisor to the College for specific problems or modifications that arise during the course of design and construction, including program interpretation. The consultant will be responsible during the duration of the contract to recommend solutions and alternatives that provide the College with creative, cost effective solutions that achieve the College's goal, which is to construct/install a code-compliant synthetic turf for a state-of-the art baseball field facility.
- 15. All utility service outages anticipated or needed to complete assessment and/or investigation work must be requested, approved by and coordinated with the PGCC Facilities Management Department at least ten days in advance of the requested outage. All costs and work associated with any outages shall be in the consultant's scope.
- 16. Identification of methods of installation and connection with site utility services and provision of necessary clearances for convenient safe use and maintenance of equipment shall be included in the construction documents. These documents shall be fully coordinated with (i.e. building and site systems) and all other pertinent construction documents. All utilities that need to be extended or modified to meet College standards and the demands of the new baseball field facility shall be in contract and shall be designed by the firm. The firm will be required to coordinate with any utility agency such as (but not limited to) Verizon, Pepco, and WSSC, where work interfaces with any existing infrastructure.

- 17. The consultant shall use Prince George's County's Peer Review Program (hereinafter referred to as PRP) through the Department of Permitting, Inspections and Enforcement (DPIE) to provide a tool for the College to expedite and ensure quality control in the County's Plan Review and Permit processes. The Purpose of the PRP is to reduce review times associated with review and approval of submitted construction plans. Engage a DPIE-certified peer reviewer to expedite the plan review process. Please review the County's PRP. The peer reviewer in addition to working with the County and fulfilling all requirements set forth in the DPIE Peer Review Program Manual, the peer reviewer will be required to consistency. The peer reviewer will be required to send concurrently all review comments to the College and the consultant. The consultant shall not buffer or modify any information noted or released by the peer reviewer.
- 18. Design improvements include new landscaping, storm water improvements, site drainage, security improvements, etc.
- 19. It is expected that all engineering specialists and consultants on the prime firm's team make site visits as necessary to perform full site analysis, research, attend meetings and coordinate with the prime firm and/or College as necessary to complete the Construction documents. All cost of this work shall be in the original bid.
- 20. Provide calculations, charts, drawings, layouts graphs, photographs, actual samples, outline specifications, etc., to support conclusions for proposed design (at all design phases). Information is to be provided to the College in both digitized and flat copy formats. The consultant shall propose site use and improvements, selection of materials, building systems and equipment, and methods of project delivery.
- 21. The consultant should propose site use and improvements, selection of materials, equipment, and methods of project delivery.
- 22. Work with contractors, architects, engineers, and vendors on campus that interface with the baseball field or the sites adjacent property.
- 23. Review connections and interfaces with other site facilities and campus buildings to ensure the new design does not affect adjacent buildings or athletic facilities. Detail in drawings and specifications actions the contractor has to take to ensure adjacent site facilities and buildings are not affected by the baseball field construction. Ensure users of adjacent athletic areas during construction have proper egress, and that all fire codes, life safety, and ADA regulations, etc, are followed and maintained.
- 24. All designs shall comply with the latest edition, amendment or revision of applicable standards, regulations and code sections. All work provided shall comply with applicable provisions of the following, where standards conflicts, the more stringent shall apply: IBC- 2015, IRC-2015, IEBC-2015, IMC-2015, NFPA 101Life Safety Code 2015, NFPA 1Fire Code-2015, NFPA 13 Sprinkler Code- 2013, NFPA 72 Fire Alarm Code- 2013 NFPA 70 (NEC)-2014, 2015 WSSC plumbing and fuel gas code. IECC-2015, ADA-2010. Maryland Department of the Environment (MDE). Maryland National Capital Park and Planning Commission (MNCPP). All current applicable Prince Georges County Code. (https://www.municode.com/library/md/prince\_george's\_county/codes/code\_of\_ordinances?nodeId=15 209).
- 25. Consultant shall prepare detailed technical specifications, drawings, bid proposals and information incorporating the College standard format for all work, to the satisfaction of the College. All drawings and specifications are to be non-proprietary and performance based. Design documents are to be specific to the baseball field project. Information is to be provided to the College in both digitized and flat copy PGCC RFP #21-05 Dr. Charlene Mickens Dukes Student Center Design Services Page 13 of 49

formats. Drawings and specifications shall determine quality of materials and workmanship, finishes, and shall contain sufficient information as to enable the contractors to make accurate take-offs of quantities of materials as a basis for bids as well as construction and installation. The construction documents shall include a project book containing the product specifications and general means and methods of installation of furniture, fixtures and equipment systems. The consultant shall clearly detail in the construction documents the requirements of the contractor to provide detailed, comprehensive operation and maintenance manuals for all equipment and systems in an organized format approved by the College. The consultant shall stipulate the requirement for additional inventory and spare parts as may be required.

- 26. Consultant shall provide a complete and integrated design/architectural package. The design package shall include all services, samples, product information, drawings, and specifications. These services shall include but not be limited to, the design and coordination of the baseball field facility equipment selection and or coordination of baseball field surfaces, paint colors, finishes, materials, and accessories. The package shall also provide for the inclusion of all fixtures and accessories. The consultant shall provide design coordination services for any equipment requiring special environmental conditions and/or building system conditions and connections as well as public space/site furniture.
- 27. Sub-consultant Coordination: The consultant shall ensure all sub-consultant information and direction is coordinated and accurate. All sub-consultant drawing sheets and specifications should complement and connect to each other to avoid discrepancies.
- 28. The consultant will be responsible for advising the College of all permits and approvals needed to start and complete construction. The consultant will then expedite, submit, and obtain all Permits and approvals on behalf of the College to allow the contractor to start physical construction work. The consultant will obtain approval for all construction documents required by State and local authorities and obtain all required permits in order to allow the contractor to start work and. Should reviews by the College, local, county or regional agencies require changes to the drawings and specifications, the consultant at no additional cost shall make all necessary revisions required to achieve necessary approvals or permits. Actual fees to submit and obtain permits and approvals will be initially paid by the consultant and reimbursed by the College. These submission and approval fees will be added onto the consultant's contract (post award).
- 29. Conduct a pre-bid meeting and walk-through at the site for all interested contractors. Respond to contractor inquiries regarding the project. Update drawings if contractor questions lead to drawing clarifications that need to be made. Provide the College final conformed sets of drawings.
- 30. Consultant shall ensure that representatives from the consultant's team (i.e. Civil, etc.,) are available to attend meetings if required to support the design efforts of the site.
- 31. Consultant shall employ the services of highly skilled and qualified Construction Administration (CA) representatives. CA representatives should be advocates of the College's budget, project completion schedule, and overall quality of site/facilities construction work. CA representatives must be able to manage a construction site, assess site conditions in the field, quickly develop solutions to problems, manage sub-consultants, and respond to project documents (RFI's, COR's, PCO's, submittals and shop drawings, etc.,) in a timely manner. Consultant shall ensure RFI's are responded to in 7 business days, and Potential Change Orders and submittals are responded to in 10 business days. Consultant shall provide to the College (Project Manager, Procurement Officer and other pertinent College stakeholders advance notice of any "open issues" requiring the College's response that may cause a delay if not responded by the mutually agreed to date. Any construction delays or costs as a result of not responding in a proficient and expeditious manner will be absorbed by the consultant. Without additional costs, the

consultant shall complete all design work as is necessary to answer RFI's, COR's, PCO's, submittals, etc.

- 32. Consultant shall conduct a pre-construction/construction kick-off conference with the College's representatives and the contractor's field leaders.
- 33. Consultant shall review and approve contractor's submittals.
- 34. Review all contracts, bonds, release of lien, and other standard forms necessary for the project.
- 35. Review and approve all shop drawings, product data, material samples, schedules, substitutions, and other submittals prior to submission to the College for final approval.
- 36. Participation at construction meetings will be required. Work with the contractor onsite after each project meeting to resolve site issues.
- 37. Consultant shall inspect the work at the start of each new activity and weekly thereafter to ensure adherence to plans and specifications. After inspection, a written report will be provided to the College. The consultant shall reject work that does not conform to the requirements of the Construction Documents. Sub-consultants will inspect all work needed that involves specialized review.

If there are any contractor change orders: The Consultant shall review contractor's proposals for change orders (scope and cost) and make recommendations and comments as to the validity of the changes, costs presented, and if they should be approved, modified or rejected.

- 38. Consultant shall review contractor's request for information and provide responses in a timely fashion.
- 39. Consultant shall make additional site visits to resolve conflicts due to design deficiencies in a prompt manner (no longer than 24 hours). No consultant or sub-consultant site visit caps will be allowed (if they are required to resolve a site question or issue).
- 40. Consultant shall review and recommend for approval Contractor payment applications. The consultant should advise the College of all inaccuracies and /or issues with the payment application based on site observations and the Consultants professional judgment.
- 41. Consultant shall ensure the punch-list format is submitted and approved by the College before use. Prepare a written (initial) punch list sorted and organized as directed by the College when notified by the contractors that the contract work is completed. Inspections must take place within 5 business days of the contractor notification. All sub-consultants must submit punch-list as well. The punch-list shall be consolidated by the consultant and issued to the College for review as one document.
- 42. Consultant shall conduct final punch-list inspection of the work and one (1) follow-up inspection as necessary to ensure completion of punch list and warranty items. Sub-consultants must participate if items remaining on the initial punch-list pertain to them.
- 43. Consultant shall recommend final acceptance of work, where appropriate and requested for by the College. As Designer of record, certify installation as complying with Prince George's County's Third Party Inspection Program (TPIP).
- 44. The Consultant shall conduct inspections to determine the date or dates of Substantial Completions and the date of final completion. Following review and comments, the consultant shall forward PGCC RFP #21-05 Dr. Charlene Mickens Dukes Student Center Design Services Page 15 of 49

recommendations to the College for all warranties and similar submittals required by Contract Documents. The Consultant shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents. All documentation shall be submitted to the College for review and approval before being sent to the contractor.

- 45. The consultant shall verify that as-built drawings are being developed and maintained by the General Contractor during the construction phase of the project. The General Contractor and all subcontractors will keep an on-going record of changes to the work for future incorporation into the as-built drawings. Each recording must be dated. Discrepancies in the as-built documents will be brought to the College's attention immediately. The consultant is to review all documents and advise the College of changes that need to be made. Provide a full set of sealed (architectural, fire protection, mechanical, electrical, plumbing, landscape, civil, etc.) mylar sheets that include all change orders, field alterations, etc., added/deleted during the course of construction. Provide (4 hard copies, 1 electronic file). Work with the contractor to update as-builts per college comments, and provide the College with five copies of the revised as-built drawings. The copies shall be as follows (3 hard copies, and 1 electronic PDF CD, and 1 electronic AutoCAD file). Any as-builts required by Prince Georges County to be submitted for project completion are to be coordinated and submitted by the designer.
- 46. Consultant shall prepare a set of "record" drawings, which shall be coordinated with the contractor and include distinctive color-lines, indicating all changes, which have been made during construction. This information shall be based on records kept on the job site by the contractors and items noticed and documented by the consultant.
- 47. Consultant shall review contractor's O&M's to ensure completeness. The consultant shall reject O&M's that are incomplete, inaccurate or below standards. The consultant shall formally provide all review comments to the college for review. The consultant shall then review the resubmitted O&M's and advise the College if all changes have been made.
- 48. Please note: In the following documents included in this RFP: "Conflict of Interest Information", "Conflict of Interest Affidavit and Disclosure", "Mandatory Construction Contract Clauses", "Mandatory Procurement Contract Provisions", Minority Business Enterprise Participation Provisions", MBE Participation Schedule", COMAR Title 21 State Procurement Regulations": The word "Contractor" shall be used interchangeably with the following "consultant", "bidder", "offeror", "architect" and "A/E". The word "subcontractor" should be used interchangeably with "subconsultant". The words shall be used interchangeably where appropriate as deemed by the College.

# 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.

#### 2. 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 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. 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, firms may provide a link to download the PDF.

The Technical proposal should be divided by tabs referencing the sections provided below:

#### **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:

#### a. Section I: Firm Information

List Name of Firm, Year Firm was established; Type of Ownership; Name of Parent Company (if any); Name and contact information of not more than Two principals to contact; Present Offices; Total Personnel; Personnel by Discipline; History and Information about the Firm.

Include a Diagram/Chart showing Firm's personnel, subconsultant companies/firms and their roles on the team.

#### b. Section III: Project Team members

Detail the proposed Project Team members and provide resumes of key persons, specialist, and individual consultants. List ONLY the individuals who will directly contribute to the project and have a defined role.

Include on the Resume: Name & title; Project assignment; Name of firm associated with; Years' experience with firm; Total years' experience; Education; Degrees, Active Registrations, and experience and qualifications relevant to the proposed project. (If awarded the contract, the contract shall require the assignment of these same participants to the project. No substitutions will be permitted unless approved by the college. The college's approval will not be unreasonable withheld.)

Beyond the design phases, detail the members who will be engaged in Construction Administration (CA) and list all the information noted above (Resume: Name & title; Project assignment; etc.).

#### c. Section IV: Experience and Related Projects

1. Submitting firms must have design experience (through Construction Administration) with food service buildings <u>or</u> conference/meeting spaces within college buildings as the principal/ architect of record, space over 25,000 GSF.

2. Submitting firms must have design experience (through Construction Administration) with food service buildings <u>or</u> conference/meeting spaces within college buildings as the principal/ architect of record, space over 50,000 GSF.

3. Submitting firms must have design experience with major building renovations or new construction as the principal/ architect of record. Firms must have completed at least three (3) renovation or new construction of project/s over 100,000 GSF.

4. Submitting firms must have design experience with multi-story renovations or new construction as the principal/ architect of record. Firms must have completed at least three (3) renovation or new construction projects that included facilities three floors or higher.

5. Submitting firms must have executed design and construction administration work as the principal/ architect of record for at least three (3) projects with construction costs of \$30 Million or more.

6. Submitting firms as the principal/ architect of record must have experience designing and providing LEED Gold (or greater) documentation, consulting and coordination services for at least one (1) project.

7. Submitting firms must have executed <u>all</u> of the above design work within the past (10) ten years or less from the date of advertisement.

The same project can be used to fulfill the requirements of multiple criteria items. No information about subconsultants is needed nor should be included.

# To demonstrate your firm's qualifications and project experience meeting the criteria above, complete Qualifications Matrix, Attachment Q.

# d. Section V: Three (3) Client Letter of Recommendation

Submit Three Client Letters of Recommendation.

#### e. <u>Section VI: Project Specific Information</u>

- 1. Provide a written narrative describing the *Architect of Record/prime's* unique understanding of the Project Scope and initial thoughts to renovate and expand Largo Student Center into a state-of-the art Student Services and Conferencing Center.
- 2. Include potential problem-solving ideas, project challenges that will be solved as part of the contract, and items to consider that may not have been considered in the development of the Educational Specification.
- 3. Proposers are to demonstrate their design ability and an initial understanding of the project and provide one illustrative concepts/sketches/graphics or idea.
- 4. Proposer's illustration should speak to both exterior and interior ways to solve potential problems that are achievable with a \$50M \$60M construction budget.

- 5. The construction budget does not include FF&E, as FF&E is a separate budget pool. *Note: The concepts and ideas presented are only to evaluate design ability and understanding of the project and do not constitute acceptance of the design to the successful firm awarded the contract. Once an award is made the successful firm will work with the College to gain a better understanding of the project and develop a clear direction.*
- 6. Describe your firms approach to interior layout and space design, along with use of past colors & finish pallets that show the firm has the ability to design a performing arts and instructional building similar to the proposed project. Sketches/drawings, renderings, photos, etc., can also be included from past projects to illustrate a firm's capability to design the Largo Student Center.
- 7. Describe the approach and resources needed to implement the firms recommended engagement for this project. Attach a proposed implementation/project schedule. The proposed project design schedule (in Excel) is to include design milestones, submission dates, DGS and College review times, and the expected permit duration. The schedule should go from A/E notice to proceed, include design and construction, and include any after construction LEED services needed.

#### f. Section VII: Workload

Firm's (including subconsultants) current total workload and capability to accomplish the proposed work in a timely fashion. Expressed, to the extent possible, on a percentage basis; that is, the actual man hours as a percentage of the maximum man hours presently available, and projected man hours available within the firm in the next 120 days as a percentage of the maximum man hours. Provide a chart depicting firm's current and projected workload per the example below:

PROJECT	CURRENT PHASE		CURRENT WORKLOAD	WORKLOAD 120 DAYS HENCE
А	SCHEMATICS		20%	40%
В	CONSTRUCTION DOCUMENTS		40%	20%
С	BID		10%	0%
		TOTAL:	70%	60%
UNUTILIZED WORK CAPACITY:		30%	40%	

#### EXAMPLE:

#### g. Section VIII: Cost Control

- a. Provide data on past/current projects that includes the Total construction change order amount or percent with a breakout listing the cost or percentage of Owner requested changes, unforeseen conditions, and errors and omissions.
- b. What measures will be taken to reduce errors and omissions
- c. What measures will be taken to account for unforeseen conditions
- d. What responsibility will the firm take should errors and omissions arise and when is it appropriate for an A/E firm to share ownership in paying all or part of an error and omission charge passed onto the College by the general contractor
- e. Who will be responsible for cost control and how cost control will be implemented

Proposals shall include information from the *Architect of Record* relating to comparison of cost estimates between FINAL design estimates (prior to bidding), low bid and actual bid award construction costs for various projects. A minimum of (5) projects are required. Preferably, projects included in the "Related Projects" Section.

#### h. Section IX: Schedule Control and Response Time

Discuss (*not to exceed 2 pages*) schedule control, contract and construction administration procedures. Explain and detail - not to exceed time durations including Construction items; including but not limited to Submittals, RFI's Change Order's, and Payment. Explain how the proposed time frames will be met.

#### i. Section X: Management of Resources

Clearly explain how geographic location (of all firms on the project) will affect design and managing of the project (including cases where firms may not be located close to the College). If the submitting firm is located out of the State of Maryland detail what steps will be taken to ensure timely meetings and site visits on campus and urgent on-site matters are handled to the College's expectations.

List an address and location for all firms on the project team. Explain and detail how various subs, consultants, specialists, and even groups or individuals within the same company will form a concise team that can and will address the College's project needs. Explain how coordination of engineering disciplines will be addressed.

#### j. Section XII: DPIE Experience

Discuss experience with Prince George's County (DPIE) guidelines, requirements, and submissions. At least one member on the team shall have extensive experience with DPIE.

#### k. Section XIII: Sustainability and Energy Conservation

Provide your firm's experience with Energy conservation measures and history and familiarity with submitting and obtaining LEED Silver or higher levels. Include overall project and team experience.

#### I. Section XIV: Additional Information

Include additional information as deemed appropriate by the firm to support why they should be selected to complete the project.

#### Tab 4:

#### • Appendix A Forms

- 1. Acknowledgement of Receipt of Addenda Form
- 2. Bid Proposal/Affidavit
- 3. Mercury Affidavit
- 4. Conflict of Interest Affidavit and Disclosure
- 5. MBE Utilization Affidavit
- 6. MBE Participation Schedule
- 7. References
- **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.
- 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.
- Acknowledgement of Review of 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 exceptions to the Contract or terms and conditions are to be addressed and provided in this section of the Proposer's proposal/submission.

- Mercury Affidavit
- Conflict of Interest Affidavit and Disclosure
- MBE Utilization Affidavit
- MBE Participation Schedule

#### 4. **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.

#### 5. 1.7 Acknowledgement of Review of 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 requirement 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 <u>all</u> 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.

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

- A. Submitting firms must have design experience (site development, programming, schematics, design development, etc., through Construction administration) with infrastructure and civil projects.
- B. Submitting firms must have design experience with completing baseball field and/or other related athletic field/facility projects.
- C. Submitting firms must have experience executing design, permitting and construction administration services within Prince George's County, Maryland.

**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. The College's Technical Proposal Evaluation team will rate and score the proposals based on the

The College's Technical Proposal Evaluation team will rate and score the proposals based on the following:

# TEAM EXPERIENCE

A. Rate key personnel & experience of Individual Team members

- Completeness of Resumes/ Did resumes include all required items per technical proposal
- Background appropriateness of Project Team
- Project Experience of individual Team members
- Depth and overall expertise of Team

# PROJECT EXPERIENCE

A. Rate quality and depth of related projects & overall experience

- Did firm meet all criteria items
- Similarity of Projects
- Overall quality & depth of projects and the firm's capacity to successfully complete projects of equal or greater complexity
- Did projects presented include all required items per the technical proposal
- DPIE experience

# **OTHER INFORMATION**

A. Inclusion of all required information including and supporting documentation:

- Did consultant include all required forms required by the RFP
- Quality & Depth of References
- Design Schedule
- What sets the consultant apart from other bidders
- Overall Presentation

# **MBE PARTICIPATION**

- Percent of commitment
- Selection of MBE Subcontractors

**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;

(ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed product, cost model 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 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. PGCC RFP #21-05 Dr. Charlene Mickens Dukes Student Center Design Services – Page 24 of 49 **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 90 minutes in length.

Each shortlisted Offeror will be required to have the key personnel team proposed in the firm's proposal attend the session in Largo, Maryland: Principal in Charge, PGCC's Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

**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.

## SECTION III ARTICLE 3. PRICE PROPOSALS

#### 1. Submission.

Price Proposals must be received at the Issuing Office by the specified due date and time per the Solicitation Schedule. Offerors must use the Price Proposal form included in Appendix B.

#### 2. Content.

The Financial Proposal should consist of, but not limited to:

- Total Fee/Cost for services as described in this RFP, by phase.
- Hourly rates by Team Member/Consultant.
- Anticipated number of hours required to perform all of the services described in this RFP

#### 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.

# **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.

#### 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.

**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
- Mercury 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 DAT	TE: at X:XX AM/P.M.			
RFP FOR:				
NAME OF OFFEROR:				
ACKNOWLEI	DGEMENT 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;

PGCC RFP #21-05 Dr. Charlene Mickens Dukes Student Center Design Services - Page 30 of 49

(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 statue 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 into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

## G. AFFIRMATION REGARDING COLLUSION

#### I FURTHER AFFIRM THAT:

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

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

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

#### H. FINANCIAL DISCLOSURE AFFIRMATION

### I FURTHER AFFIRM THAT:

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

### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

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

# J. DRUG AND ALCOHOL FREE WORKPLACE

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

#### I CERTIFY THAT:

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

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

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

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

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

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

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

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

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

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

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

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

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

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

termination; or

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

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

PGCC RFP #21-05 Dr. Charlene Mickens Dukes Student Center Design Services – Page 33 of 49

(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.

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#### 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)

#### **Mercury Content**

A. Mercury Content. If required under COMAR 21.11.07, a price preference not exceeding 5 percent shall be applied in the evaluation of bids or proposals in favor of products that are mercury free or if stated elsewhere in the solicitation, to products containing the least amount of mercury. The following mercury affidavit shall be completed and returned with the bid or proposal.

B. Mercury Affidavit.

#### MERCURY AFFIDAVIT **AUTHORIZED REPRESENTATIVE**

#### **THEREBY AFFIRM THAT:**

I am the \_\_\_\_\_\_ (Title) and the duly authorized representative of

(Business). I possess the legal authority to

make this

affidavit on behalf of myself and the business for which I am acting.

# **MERCURY CONTENT INFORMATION:**

[] The product(s) offered do not contain mercury.

OR

[] The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury.

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

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.**

By: \_\_\_\_\_

Signature

Date

Print Name: \_\_\_\_\_\_ 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.

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 <u>the</u> 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	E Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE	E Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name MBE	E Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

## USE THE ATTACHED CONTINUATION PAGE AS NEEDED

## SUMMARY

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

Document Prepared By: (please prin	nt or type)
Name:	

List Information For Each Certifi	ed MBE Subcontractor On This Project
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dilla America Director of Tatal Content	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Donai Amount of refeemage of rotal Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Donal Amount of 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.

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:	

## **APPENDIX B**

- 1.
- Price Proposal Form Fee Schedule/Hourly Rates 2.

PROPOSAL NO.: RFP	
PRICE PROPOSAL DUE DATE:	AT _:00 P.M.
PROPOSAL FOR:	
PROPOSER:	
Federal Identification Number/Social Secur	ity Number:

## FINANCIAL AND PRICE PROPOSAL

DATE\_\_\_\_

Beth Kirk Prince George's Community College Office of Procurement 301 Largo Road Largo, MD 20774

Dear Ms. Kirk:

The undersigned hereby submits the Financial Proposal as set forth in RFP # \_\_\_\_\_ dated \_\_\_\_\_, 2020, and the following subsequent addenda:

Addendum	dated
Addendum	dated
Addendum	dated
Addendum	dated

## We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide services as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda. Proposers are cautioned to verify their final proposals prior to submission, as PGCC cannot be responsible for Proposer's errors or omissions. Any price/fee proposal that has been accepted by PGCC may not be withdrawn by the contractor.

# A. Attached to this Price Proposal Form is our firm's lump sum fee for all services, reimbursables and expenses that will be provided to complete the project as outline in this RFP. We confirm that these rates/prices are fully loaded and include all costs and expenses.

We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect. The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.

We understand that the College reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document. We further confirm that the Team proposed in the Technical Proposal will be assigned to the PGCC Contract for the duration of this Contract. We understand that no changes in these assignments will be allowed without written authorization from the College via contract amendment <u>prior</u> to such changes being made.

Enclosure:

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:	ADDRESS TELEPHONE NO SIGNED PRINTED NAME TITLE:
B. CO-PARTNERSHIP PRINCIPAL	(Name of Co - Partnership) ADDRESS
In Presence of Witness:	TELEPHONE         NO           Printed Name:
as to	BY (Partner)
	Printed Name:
as to	BY (Partner)
C. CORPORATION	(Name of Corporation) ADDRESS
Attest:	TELEPHONE NO
[Printed Name of Corporate (or Assistant Corporate) So	ecretary]
[Corporate (or Assistant Corporate) Secretary Signatur	e for Identification] BY:
	Signature of Officer and Title
	Printed Name
	Title

## Fee Schedule and Hourly Rates

		A	11		II		II	T :-1.4:	II	Fire	Hrs	IT	Hrs		Hrs		Hrs		II			
		Architectural	nrs	Structural	Hrs	MEP	Hrs	Lighting Specialist	Hrs	Protection	ПIS	Telecom	nis	AV	nis	Civil	nis	Landscaping	nis			Total
	Consultant Name			Name		Name		Name		Name		Name		Name		Name		Name		nt Totals	Name	Fee
Project																						
Phase																						ļ!
Programmin																						
g & Concept																						
Design																						ļ!
Schematics																						ļ!
Design Development																						
Construction																						
Document																						
Bidding																						
Construction																						
Administrati																						
on																						
Reimbursabl																						
es and																						
Expenses																						[]
Total																						1
Contract																						
Amount																						<u> </u>

Consultant's Team/Staff	Hourly Rates for:
Architect	Principal, Project Manager, Project Architect, Staff Architect, Staff Designer, etc.
Site Civil Engineer	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, Survey Crew, etc
Geo-Technical Engineer	Principal, Lab Engineer, Field Engineer, Soils Investigation Crew, etc.
Landscape Architect	Principal, Project Manager, Landscape Architect, Draftsperson, etc.
Mechanical Engineer (HVAC Engineer, HVAC Controls)	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
Plumbing Engineer	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
Electrical Engineer	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
Lighting Designer	Principal, Lighting Specialist, Draftsperson, etc.
Fire Protection Engineer	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
Structural Engineer	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
Telecommunications and Data Specialist	Principal, Project Manager, Senior Engineer, Project Engineer, Draftsperson, etc.
A/V Technology Specialist	Principal, Project Manager, Senior Specialist, Project Specialist, Draftsperson, etc.
Security Specialist	Principal, Project Manager, Senior Specialist, Project Specialist, Draftsperson, etc.
Food Service Consultant	Principal, Project Manager, Senior Food Service Designer, Project Designer, Draftsperson, etc.
Acoustical Consultant/Engineer	Principal, Project Manager, Senior Acoustician, Project Designer, Draftsperson, etc.
County Peer Reviewer	
Interior Designer	
Energy Analyst	
Commissioning Agent	
LEED designer	
Cost Estimator	
Scheduler (Independent Consultant)	

For comparison and analysis purposes, Firms are to **include the number of hours they anticipate each** phase by discipline may be require. Hours provide will not constitute as the maximum or minimum hours required to complete the project/services. Firm's Price Proposal is the total lump sum cost/fee for all services required to complete the project, per the College's requirements.

Firms are to include an itemized list of reimbursable/expenses, if any.

## Attachment Q

## **Qualification Matrix**

The following qualification matrix must be included and completed an submitted in your firm's proposal submission as your firm's response to: **Tab 3 c. Section IV: Experience and Related Projects.** 

Instructions: Enter the name of the project as applicable to each Qualification.

	-		Qualificatio	ons			
Evaluation Criteria	1	2	3	4	5	6	7
Project	Student Service/Meeting Space over 25,000 GSF	Student Service/Meeting Space over 50,000 GSF	Project Size of over 100,000 GSF	Project contains 3 floors or more	Construction Cost of \$30M+	LEED Gold or higher	Completed within past 10 years
Project 1							
Project 2							
Project 3							
Project 4							
Project 5							
Project 6							
Project 7							
Project 8							
Project 9							
Project 10							