

REQUEST FOR PROPOSAL (RFP)

RFP NO. 026-002

CONSTRUCTION MANAGEMENT AGENT/OWNER'S (CMa) REPRESENTATIVE SERVICES FOR THE DR. CHARLENE MICKENS DUKES STUDENT CENTER

RFP ISSUED: NOVEMBER 7, 2025

Contact: Gerri Bocus, Procurement Officer

Prince George's Community College Office of Procurement and Contracting 301 Largo Road, Kent Hall, Room 264

Largo, MD 20774-2199

www.pgcc.edu

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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 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 or EMMA's website for all documents relating to this RFP. Visit:

https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/request-for-bids/

 $\underline{https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=\%2fpage.aspx\%2fen\%2fbuy\%2fhomepage}$

TABLE OF CONTENTS

SECTION NO.	SECTION TITLE	PAGE NO.
SECTION I	Solicitation Schedule	4
SECTION II	Introduction	5
SECTION III	Instructions to Offerors	7
SECTION IV	Technical Proposal Requirements	15
SECTION V	Technical Evaluation Process	26
SECTION VI	Price Proposals	29
SECTION VII	Final Evaluation, Ranking and Selection	30
	ATTACHMENTS	
ATTACHMENT A	- Scope of Work	
ATTACHMENT B	- Solicitation Terms and Conditions	
ATTACHMENT C	- Technical Proposal Forms	
	C1 - Acknowledgement of Receipt of Addenda; if	any issued
	C2 - Bid/Proposal Affidavit	
	C3 - Conflict of Interest Information	
	C4 – Past and Present Experience	
	C5 - Pricing Sheet	

ATTACHMENT D - Minority Business Enterprise Participation (MBE)

ATTACHMENT E - MBE Forms

- E1 MBE Utilization Affidavit
- E2 MBE Participation Schedule
- E3 Outreach Efforts Compliance Statement
- E4 Subcontractor Project Participation Statement
- E5 Prime Contractor Unpaid MBE Invoice Report
- E6 Subcontractor Paid/Unpaid MBE Invoice Report

SECTION I

PROCUREMENT SCHEDULE

Issue: November 7, 2025

Pre-Proposal Meeting: November 20, 2025 10:00 AM ET

Prince George's Community College 301 Largo Road, Kent Hall, Room 262

Largo, MD 20774

Questions Due: December 5, 2025 10:00 AM

ET

Responses to Questions Posted: December 18, 2025

Proposals Due: January 9, 2026 10:00 AM ET

Oral Presentation/Discussion Session(s): January 20 – 23, 2026

(projected) For Invited Shortlisted Firms Only

Contractor(s) Selection Anticipated

to be Finalized: April 9, 2026 (projected)

Contract Commencement: April 9, 2026 (projected)

(Note: Board of Trustees approval is required prior to the execution of the Contract.)

NOTE: Prince George's Community College (PGCC) reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an addendum to the Solicitation. Offerors must frequently monitor PGCC's website at www.PGCC.edu for information concerning this solicitation, including any addenda or notices.

SECTION II

INTRODUCTION

1. OVERVIEW

- A. The intent of this Solicitation and resulting Contract is to obtain professional and comprehensive construction phase administrative services for the Dr. Charlene Mickens Dukes Student Center at the Prince George's Community College ("PGCC" or "College").
- B. The Contractor shall have significant expertise in the areas necessary to meet the needs and requirements set forth in this Request for Proposal (RFP), including without limitation, the ability to provide construction management services, serving as the College's agent/owner's representative to meet the needs of the College.
- C. The Contractor shall provide all labor, supervision, materials, supplies, equipment, and transportation necessary for construction management services to ensure they are provided in accordance with this Solicitation and the State of Maryland minimum standards.
- D. The College anticipates having a contract awarded around April 2026 for which Board approval will be required.

2. PGCC BACKGROUND

- A. 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. The students are provided with high quality and affordable education, cutting-edge workforce and development training and the opportunity to achieve their dreams and aspirations.
- B. 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, its culture is geared towards ensuring students succeed.

C. At Prince George's Community College, student success is the highest priority. The College is committed to promoting opportunities for students to succeed inside and outside of the classroom.

3. **QUALIFYING PROPOSALS**

- A. The Contractor must have ten (10) years of experience and proven expertise in providing CMa services for at least three (3) projects with a value of \$75M-\$100M. Proposing Contractor should also present additional projects for consideration reflecting project values greater than the minimum requirement noted herein that relect experience with projects of similar complexities and challenges. Only those firms who meet this minimum qualification shall be considered for a possible award.
- B. It is the College's sole discretion to determine if the information provided in the Proposal meets this criterion.

SECTION III

INSTRUCTIONS TO OFFERORS

1. ISSUING OFFICE

A. Prince George's Community College Office of Procurement and Contracting 301 Largo Road, Kent Hall, Room 264 Largo, MD 20774-2199

B. CONTACT

Gerri Bocus, Procurement Officer 301-546-0025 bocusga@pgcc.edu

C. ALTERNATE CONTACT

Lawana Lewis, Procurement Coordinator 301-546-0644 lewislm@pgcc.edu

D. The Issuing Office shall be the <u>sole</u> point of contact with the College for purposes of the preparation and submittal of proposals in response to this Solicitation.

2. AVAILABILITY OF SOLICITATION DOCUMENTS

- A. The electronic versions of the Solicitation documents are intended to provide convenience to prospective Offerors. Be advised that it is the responsibility of prospective Offerors to monitor PGCC's website and Emaryland Market Place for any addenda, notices or postings.
- B. Failure to submit signed addenda may be grounds to declare a Proposal non-responsive.

3. SUBMISSION OF WRITTEN QUESTIONS

<u>Deadline</u>: All questions and requests for clarification regarding the meaning or interpretation of this RFP and other Solicitation documents, or any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or

contractual provisions, must be submitted no later than the date and time specified in **SECTION I - PROCUREMENT SCHEDULE** of this RFP. Questions must be emailed to bocusga@pgcc.edu.

- A. Questions and clarifications requested after such time will not be answered unless PGCC elects, at its sole discretion, to do so. Failure to request such clarification is a waiver to any claim by the Offeror for expense necessarily made by reason of later interpretation of the RFP documents by the College.
- B. The College has sole disretion to respond to late questions if deemed beneficial for all potential Offerors. It is the responsibility of the potential Offerors to ensure the College receives and responds to all submitted questions and to check the College's website for all pertinent documents relating to the procurement.
- C. Items affecting the scope of work or conditions of the Contract shall be subject to the conditions of Amendments per *PARAGRAPH 13 AMENDMENTS AND ADDENDA* of this Section.
- D. <u>Format for Questions</u>: Questions must be submitted in Microsoft Word format and include the RFP number and title, and the related Section number and title included in the RFP.
- E. <u>PGCC Point of Contact</u>: Questions must be submitted to the PGCC Procurement Officer in writing via electronic mail as listed on Page 1 of this RFP. No questions or requests for additional information, clarification or any other communication should be directed to any other individual.
- F. No oral communication will be accepted. PGCC will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an addendum.
- G. Any interpretation of a question made by PGCC will be responded to and distributed in the form of an <u>addendum to the RFP</u> and will be available to all interested Offerors through PGCC's website, but without identification of the inquirer.
- H. Inquiries will receive a written confirmation. Submitted inquiries not confirmed by the College may not have been received. It is the sole responsibility of potential Offerors to ensure inquiries/questions are received for response.
- I. Potential Offerors 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 stated cut-off date for questions.

4. ACCEPTANCE OF TERMS AND CONDITIONS

- A. 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 **SECTION IV**, **PARAGRAPH 4 PROPOSAL SUBMITTAL ELEMENTS**, **TAB 15** of this Solicitation.
- B. Contract exceptions not provided in the format required under this RFP shall not be accepted nor be made part of any Contract, if awarded.

5. TERM OF CONTRACT AND CONTRACTUAL AGREEMENT

- A. It is intended that a **single award** will result from this Solicitation. Any Contract arising from this RFP shall commence on the date the Contract is executed on behalf of PGCC, or such other date as PGCC and the Contractor shall agree.
- B. The term of the Contract shall be from the date of award through thirty-six (36) months thereafter.

6. PROPOSAL DUE DATE AND TIME

<u>Proposals must be received via email</u> at the Issuing Office by the date and time indicated in the Solicitation Schedule to be considered.

7. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late, and therefore, will not be considered. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of the Offeror. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the College. A record of the late proposal, request for withdrawal, or modification of the proposal, shall be made in the appropriate procurement file.

8. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- A. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the receiving office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed and dated by an officer with the authority to commit the company.
- B. Withdrawal or modifications will not be accepted after the time proposals are due.

9. SITE INVESTIGATION

By submitting a Proposal, the Offeror acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, and availability of labor, water and electric power. Failure by the Offeror being acquainted with the available information will not cause the Offeror to be relieved from the responsibility for estimating properly the cost of successfully providing the required services. The College shall not be responsible for any conclusions or interpretations made by the Offeror of the information made available by the College.

10. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

- A. The College reserves the right to cancel this RFP at any time before the date set for the receipt of proposals.
- B. The College reserves the right to reject either all proposals after the opening of the Proposals, but before award, or any proposal, in whole or part, when it is in the best interest of the College. For the same reason, the College reserves the right to waive any minor irregularity in a proposal.
- C. Proposals which fail to meet the Solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at PGCC's discretion.

11. IRREVOCABILITY OF PROPOSALS

- A. Proposals shall be valid for a minimum of one hundred twenty (120) days following the closing date of this RFP. If an award is not made during that period, the Proposal may be extended by mutual agreement between the Offeror and the College for another one hundred twenty (120) days, unless the Offeror gives specific written notice to the Procurement Officer at least fifteen (15) days before the expiration of the then current one hundred twenty (120) day period.
- B. By submission of a Proposal, the Offeror guarantees that its offer shall be firm for the period specified above.

12. LICENSES AND QUALIFICATION

- A. Offerors must be licensed as required by Maryland Annotated Code, Business Operations Article, Section 19-301 *et. Seq.* and shall submit proof of current licensing with the Technical Proposal.
- B. The College reserves the right to require an Offeror to demonstrate that he has the skills, equipment and other resources to satisfactorily perform work of the nature and magnitude necessary to complete the project within the proposed Contract schedule.

13. AMENDMENTS AND ADDENDA

Oral explanations or instructions will not be binding; only written Amendments will be binding. Amendments/Addenda will be posted on the **College's website** (https://www.pgcc.edu/community/doing-business-with-pgcc/procurement/request-for-bids/). Offerors shall acknowledge the receipt of the Addedum/Addenda in the space provided in *ATTACHMENT C1 – ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA*.

14. ECONOMY OF PREPARATION

Proposals shall be prepared simple and economically, providing a straightforward, concise description of the Offeror's offer to meet the requirements of this RFP.

15. CONFIDENTIAL / PROPRIETARY INFORMATION

Offerors must give specific attention to the identification of those portions of the proposal which are deemed to be confidential, proprietary information or trade secrets, and provide justification of why such materials, upon request, should not

be disclosed by the College under the Maryland Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals will not be publicly opened. Offerors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is NOT sufficient to preface the entire proposal with a proprietary statement.

16. FINANCIAL DISCLOSURE BY PERSONS DOING STATE BUSINESS

Offerors providing materials, equipment, supplies or services to the College must comply with Section 14-103.1 of the Election Law Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the College involving cumulative consideration of at least \$200,000 shall, within 15 days of the award of a contract, lease, or other agreement, file with the Maryland State Board of Elections a list containing the names and addressed of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

17. PROPOSAL AFFIDAVITS

- A. *ATTACHMENT C2 BID/PROPOSAL AFFIDAVIT* must be executed by each responding Offeror and submitted with the Offeror's Proposal.
- B. *ATTACHMENT C3 CONFLICT OF INTEREST INFORMATION* must be executed by each responding Offeror and submitted with the Offeror's Proposal.

18. MULTIPLE/ALTERNATE PROPOSALS

- A. Offerors may <u>not</u> submit more than one (1) proposal nor may Offerors submit an alternate to this RFP.
- B. The receipt of more than one (1) Proposal from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's Proposals being considered.
- C. Reasonable proof for believing that any Offeror has an interest in more than one (1) Proposal for the work contemplated will cause the rejection of all Proposals made by the Offeror directly or indirectly.
- D. Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the Offerors.

19. JOINT VENTURE OFFERORS

- A. If the Offeror is a joint venture firm, the Offeror shall provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested.
- B. As part of the Technical Proposal submission, the Offeror shall identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document. All joint venture parties will be held responsible for the Contract obligations separately and severally.

20. INCURRED EXPENSES

The College will not be responsible for any costs incurred by any Offeror in preparation and submittal of a Proposal.

21. DEBRIEFING OF UNSUCCESSFUL OFFERORS

A debriefing of an unsuccessful Offeror will be conducted upon written request submitted to the Procurement Officer within ten (10) calendar days of which the Offeror knew, or should have known, its Proposal was unsuccessful. The debriefing shall be oral and limited to a discussion of the unsuccessful Offeror's Proposal only and provide information on areas in which it was deemed weak or deficient. The debriefing may NOT include discussion of a competing Offeror's Proposal or discussion, thoughts, notes or ranking from an individual evaluation committee member.

22. DISCUSSIONS

This Solicitation is a request for Competitive Sealed Proposals under the College's Procurement Policies and Procedures. The College may elect to engage in discussions with one (1) or more Offerors on issues involving price or technical factors at any time prior to selection of the prospective awardee for any given project.

23. COMMERCIAL NONDISCRIMINATION CLAUSE

- A. As a condition of entering into this Agreement, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in this Solicitation, selection, hiring, or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.
- B. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace.
- C. The Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from Participating in State Contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

24. PRE-AWARD INVESTIGATION

- A. After the due date and prior to Contract award, the College shall have reviewed and evaluated all data submitted by the successful Offeror.
- B. The College reserves the right to make reasonable investigations as deemed proper and necessary to determine the Offeror's responsibility and ability to perform the Contract, including but not limited to, conducting a financial review of the successful Offeror's resources and inspecting the Offeror's physical firm.
- C. The Offeror shall furnish the College such information and data for this purpose, as may be requested.

SECTION IV

TECHNICAL PROPOSAL REQUIREMENTS

1. GENERAL REQUIREMENTS

- A. The requirements included in this Section are purposely established to facilitate an objective, timely and efficient evaluation by PGCC. The Offeror is advised to ensure that their Proposal is in compliance with all such requirements.
- B. Proposals shall include all of the requirements requested in this RFP. Failure to include all the information requested may adversely affect the evaluation and may be grounds to eliminate the Proposal from consideration.
- C. Offerors must submit the required information identified in this Section as a complete Proposal package. Information in addition to that requested in this Section will not be considered in evaluating the Proposal and shall not be approved.
- D. Offerors must *paginate* the Technical Proposal and provide *cover sheet* to identify the TABS to separate the sections/responses to each of the technical criteria.

2. SUBMISSION OF PROPOSALS

- A. Offerors shall email Proposals to the Issuing Office in accordance with the Solicitation Schedule.
- B. Proposals shall be submitted electronically by the due date and time noted in the RFP. Proposals that are submitted electronically must be attached to an e-mail in portable document format (.pdf). **Offerors shall SUBMIT ONE (1) PDF titled** "FIRM NAME" for the Technical Proposal separate from the Price Proposal.
- C. Offerors shall receive an email confirmation of receipt. Confirmation of receipt does not constitute an acceptance of any submissions. Offerors who do not receive email confirmation must contact the Issuing Office to ensure submissions were received for consideration.
- D. Hyperlinks to software products sent to PGCC's Issuing Office that indicate the Proposal is posted by the Offeror on an electronic site may be rejected or considered non-responsive for the following reasons:

- 1. Contract terms and conditions (i.e., a Click-Through Agreement) are required to be accepted by PGCC in order to download the Proposal;
- 2. The Proposal is not easily accessible; or
- 3. The Proposal can be modified after submission.
- E. By providing the Proposal to PGCC electronically, the Offeror grants the College the unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
- F. The College may deem a submission non-responsive if received after the due date and time. The date and time the email is received by the Procurement Officer shall be the official date and time of submission to Procurement, not the date and time the Offeror "sent". It is essential submissions are emailed well before the deadline to ensure receipt before or by the designated time.
- G. Proposals will not be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.
- H. The Proposal, either individually or collectively, is considered by PGCC to be an Offer.

3. INITIAL TECHNICAL CRITERIA:

- A. Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit (ATTACHMENT C2) and Acknowledgement of Receipt of Addenda (ATTACHMENT C1) (if applicable) must be included.
- B. The information below must be furnished in the Technical Proposal per this Solicitation. Failure to include any of the items listed below may disqualify the firm's response. Offerors are required to compile the Proposals in the same order as specified below. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for PGCC.

4. PROPOSAL SUBMITTAL ELEMENTS

The Proposal must include the respective numbered and titled <u>TABS</u> and include all written documentation outlined below:

- TAB 1 <u>Title Page</u>: Furnish the name and address of the firm, local address, if any; and the name, title, address, email address, and telephone number of the contact person and the company officer responsible for ascertaining the correctness of the Proposal.
- TAB 2 <u>Table of Contents</u>: Furnish a table of contents to delineate all the TABS of the Proposal package being submitted.
- Transmittal Letter: Submit a two-page transmittal letter on the business stationary, dated and signed by a company officer authorized to bind the firm(s) or entity in a Contract with the College. The letter must be signed by an individual authorized to bind the firm to all statements, including services and financial statements contained in the Proposal. In addition, if a joint venture, the letter shall identify the responsibilities of each joint venture party with respect to the scope of services/work. The letter must indicate the official's title or authority. Failure to manually sign the letter may disqualify the Proposal.

The following information must be provided in the transmittal letter:

- A. <u>Executive Summary</u>: Summarize in a clear and concise manner the content of the Technical Proposal;
- B. <u>Understanding of the Scope of Work:</u> Summarize in a brief and concise manner, the Offeror's understanding of the Scope of Work and make a positive commitment to provide the services during the Contract term;
- C. <u>Company Classification</u>: Identify the type of business, including the size; and
- D. <u>Description of the Company</u>: Identify other structure in the case of a partnership or joint venture, and relevance of services in this RFP.

- **TAB 4** Company Information: Provide a brief history of the company to include the following:
 - A. <u>Name of Contacts</u>: Provide the appropriate contact name, title, phone number and extension number, and email address for PGCC's use during the procurement process; not more than two (2) principals to contact.
 - B. <u>Years of Operation/History</u>: Provide the number of years providing construction management services with emphasis on the required functions specified in the Scope of Work herein this Solicitation; include history about the firm.
 - C. <u>Geographic Locations</u>: Provide address and phone number of the Corporate Headquarters and Regional or Area Office responsible for servicing this account.
 - D. <u>Organization Structure</u>: Provide an organizational chart that illustrates current lines of communication and responsibility between management and regional/corporate leadership illustrating the following:
 - 1. brief professional profiles of key personnel;
 - 2. brief professional profiles of corporate officers; and
 - 3. additional corporate resources that are relevant to construction management.
 - E. <u>Proof of Resources</u>: Provide evidence for operating expenses.
 - F. <u>Company Revenue history</u>: Include total revenue and revenue from CM Agency work for the last five (5) years.
 - G. <u>References</u>: Provide bank, surety and bonding agent references.
 - H. <u>Pending Disputes</u>: List pending judgments, claims, arbitrations or lawsuits against the Company or its officers

- TAB 5 <u>Technical Approach and Capabilities</u>: Provide a clear and concise summary of the proposed approach to properly perform the work outlined in the Scope of Work set forth in this Solicitation. The summary must fully describe the means, methods and expertise to perform the requirements outlined in the Scope of Work and shall include the following details:
 - 1. Understanding of the scope, requirements and PGCC's needs;
 - 2. A statement on the overall approach, organization and resource commitments;
 - 3. Methods and procedures proposed for quality assurance/control of the services and deliverables; and
 - 4. Type of equipment and supplies to be utilized.
- TAB 6

 Past and Present Experience: Complete ATTACHMENT C4 –
 PAST AND PRESENT EXPERIENCE; identify four (4) projects
 completed in the last five (5) or more years, or on which company
 is currently working as a Construction Management Agent/Owner's
 Representative, preferably for a municipality, county, school
 district, higher education, institution, or other public entity;
 specifically, experience related to new construction. At minimum,
 three (3) projects must have a project cost/value of \$75M-\$100M.
- TAB 7 <u>Account Manager/Representative</u>: Provide the name and contact information of the person assigned to this Contract as the Account Manager/Representative.
- TAB 8 Team Members: List ONLY the individuals who will directly contribute to the Services and have a defined role and ongoing support services provided in the Scope of Work. Include the following information:
 - 1. Name and contact information.
 - 2. Resumes of the Company's key professional staff, including pre-construction and construction phase personnel, and descriptions of the roles and responsibilities. Resumes shall include the following information:

- a. Name & title:
- b. Project assignment;
- c. Name of firm associated with;
- d. Year's experience with firm;
- e. Total year's experience;
- f. Education; and
- g. Degrees, Active Registrations, and experience and qualifications relevant to the this requirement.
- 3. Organizational chart of the Company's key professional staff that would be directly involved in the design, preconstruction and construction phases of any given Project.
- 4. Escalation procedure and a chart that details the individuals and their position within.
- 5. No substitutions will be permitted unless approved by the College. The College's approval will not be unreasonably withheld.
- **TAB 9** Project Management Plan: Provide a written description of the Company's management plan, including the following information:
 - 1. Define the proposed management approach; and
 - 2. Identify the individuals to be responsible for the Project.
- TAB 10 <u>Construction Services and Systems</u>: Describe the Company's construction management services and systems to include the following:
 - 1. Cost estimating capabilities, techniques and reporting methods during the design, pre-construction and construction phase;
 - 2. Cost control capabilities, techniques and reporting methods during the construction phase;

- 3. Scheduling capabilities, techniques and reporting methods throughout the Project, including the Company team's BIM, and Project Management software experience;
- 4. Approach to value engineering analysis;
- 5. Capabilities for reviewing documents for completeness, clarity and constructability;
- 6. Approach for resolving issues between the A/E Design Team and GC/CMAR;
- 7. Bidding procedures and techniques for maximizing trade contractor's response to bid opportunities for the Project.
- 8. Procedures for processing change orders, including review and auditing of trade contractor pricing;
- 9. Approach to resolving issues with trade contractors including claims;
- 10. Safety program and procedures for the Project;
- 11. Close-out procedures; and
- 12. FF&E procurement and management procedures.
- TAB 11 <u>Hiring Practices and Subcontracting</u>: Describe the Company's hiring/vetting practices and procedures for the following:
 - 1. Background checks;
 - 2. Required personnel to perform the scope of work; and
 - 3. Personnel to be performed by subcontractors; include position, names/firms of personnel.
- TAB 12 <u>Certificate of Insurance</u>: Provide a copy of a Certificate of Insurance verifying the firm's Coverage for Professional Liability, Commercial General Liability, Workmen's Compensation, Automobile Liability Insurance, and Professional Liability. See

insurance requirements in *ATTACHMENT B – SOLICITATION TERMS AND CONDITIONS, PARAGRAPH 17.*

- TAB 13 Terminations: Provide a list of accounts comparable in size to Prince George's Community College, that the Offeror's company has lost or from which the Offeror was terminated for any reason within the past 24 months. For each account, include the following details:
 - 1. Reason for termination;
 - 2. Name of the operation, location, including address and phone number;
 - 3. Contact person; and
 - 4. Service start and end date.
- Subcontractors: Identify any Subcontractors and the type of work anticipated to be performed on the Contract. For MBE participation, Offerors must complete ATTACHMENT E1 MBE UTILIZATION AFFIDAVIT and include herein this TAB. During Contract performance, ALL Subcontractors shall be approved in advance by PGCC. The Offeror shall ensure lower-tier Subcontractors in support of this Solicitation are in compliance with the certifications included herein, including the insurance coverage described in this Solicitation and all requirements to Federal and State procurement regulations referenced herein.
 - **TAB 15** Exceptions: Any exceptions to the Contract or terms and conditions must be addressed and provided in this Section of the Offeror's Proposal. This Section shall include the following details:
 - 1. State whether the Solicitation Terms and Conditions are accepted as presented in this Solicitation;
 - 2. Identify the exceptions taken to the Solicitation;
 - 3. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation;

- 4. Relate each exception specifically to each section/paragraph and/or specific part of the solicitation to which the exception is taken.
- 5. If no exceptions are taken to the Solicitation, the Offeror shall state "*NO EXCEPTIONS TAKEN*".
- TAB 16 Business License: Provide a copy of the Offeror's current licensing, as specified in SECTION III PARAGRAPH 12. LICENSES AND QUALIFICATION.
- 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. The following forms in *ATTACHMENT C TECHNICAL PROPOSAL FORMS* must be included herein this TAB.
 - C1 Acknowledgement of Receipt of Addenda
 - C2 Bid/Proposal Affidavit
 - C3 Conflict of Interest Information
- TAB 18 Pricing: Provide pricing inclusive of all services, equipment and supplies needed to perform the services as described in this Solicitation. The College may elect to request Best and Final Offer (BAFO). Offerors must complete ATTACHMENT C5 PRICING SHEET and ATTACHMENT E2 MBE PARTICIPATION SCHEDULE and include herein this TAB.
 - 1. Proposed Compensation by Position: Pricing shall be provided on a separate PDF from the Technical Proposal submission.

- 2. Complete and submit the Pricing Form/Affidavit and include, by position, the hourly rate. This rate shall be fully loaded inclusive of all costs, travel, equipment reimbursables, etc.
- 3. List all other fees required by the offeror to provide the required services, if applicable.
- 4. Provide hourly rates for the following positions:
 - A. Senior Project Manager
 - B. Project Manager(s)
 - C. Project FF&E Procurement Manager
 - D. Scheduler
 - E. BIM Coordinator
 - F. Estimator
 - G. On-Site Project Engineer(s)
 - H. Project Architect (Pre-Construction Phase & Construction Phase)
 - I. Project Designer (Pre-Construction Phase & Construction Phase)
 - J. Project Interior Designer (Pre-Construction Phase & Construction Phase)
- 5. Include other positions not listed, but that may be required to complete the required services.

5. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

- A. Each Offeror is responsible for having determined the accuracy and/or completeness of the Solicitation documents, including electronic documents, upon which it relied on in making its Proposal. In addition, the Offeror has an affirmative obligation to notify the PGCC Procurement Officer immediately upon discovery of an apparent inaccuracy or error in or omission from the Solicitation documents.
- B. If the successful Offeror is aware of such an error or omission and has not notified PGCC Procurement Officer, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to PGCC.

6. MODIFICATION OF TECHNICAL PROPOSAL

Offerors may modify their Technical Proposals by e-mail 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 signed by 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.

SECTION V

TECHNICAL EVALUATION PROCESS

1. ADMINISTRATIVE REVIEW

- A. An administrative review shall be conducted to determine qualifying proposals. Each Technical Proposal shall be reviewed for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirements will normally disqualify a Proposal. The College reserves the right to waive a mandatory requirement when it is in its best interest to do so.
- B. Offerors responding to this Solicitation must meet all requirements contained herein. If an Offeror does not meet <u>all</u> technical proposal submission requirements, the College may classify the Offeror's offer as unresponsive/unacceptable. Should a Proposal be found unacceptable or if an Offeror is deemed not responsible, the Proposal will neither be scored nor considered further.
- C. All qualifying Proposals will be reviewed and evaluated by the PGCC Technical Evaluation Committee (the "Committee"). As the procurement progresses, the Committee may seek input from other appropriate College staff. The Committee may also request additional technical assistance from other sources.

2. TECHNICAL EVALUATION OF QUALIFYING PROPOSALS

2.1 Initial Technical Evaluation

- A. Following the administrative review of qualifying proposals, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in **SECTION IV PARAGRAGH 4. PROPOSAL SUBMITTAL ELEMENTS**.
- B. 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 eficiencies that the Technical Proposals represent.
- C. <u>Shortlist</u>: In accordance with the Evaluation Criteria set forth in *SECTION IV PARAGRAPH 4. PROPOSAL SUBMITTAL ELEMENTS*, 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.

D. Interviews/Oral Presentations/Discussion Sessions

- 1. **Purpose**: Based on the 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:
 - a. To provide the Offeror the opportunity to demonstrate its products/services;
 - b. To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed Services/product, options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services;
 - c. To allow the College to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise in the proposed services/product and its implementation; and
 - d. To provide an opportunity to clarify the Scope of Work for the intended Contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- 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 Offeror's ability to meet the College's requirements and an interactive discussion with each of the shortlisted Offerors. It is important the 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. It is anticipated that the Discussion Session will be approximately 60-90 minutes in length.

2.2 Second Phase Technical Evaluation

A. Criteria: Following the Discussion Session held with shortlisted Offerors, or the College's determination that no Discussion Session is necessary, a Second Phase Technical Evaluation will be conducted. The Technical 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.
- B. **Process:** Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain on the shortlist 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 Offeror's capability is obtained prior to an award. Once a final shortlist of proposals is established, the Committee will rank the remaining Technical Proposals from highest to lowest.
- C. **Additional Technical Information**: The College may include additional technical requirements at any time during the procurement process to further ascertain the firms' technical capabilities. The additional information shall be issued to only Offerors shortlisted at any given phase to further determine technical capabilities that may result in a newly established shortlist of firm. Those firms will further progress in the procurement process.

SECTION VI

PRICE PROPOSALS

1. SUBMISSION

- A. Price Sheet(s) must be submitted as a separate PDF from the Technical Proposal.

 Offerors must use the Price Sheet form included in *ATTACHMENT C5 PRICING SHEET*.
- B. The quoted rates and fees shall be valid for the initial term of the Contract and will remain in effect throughout the renewal terms of the contract, unless the Contractor submits a request in writing to the PGCC Procurement Office within sixty (60) days prior to the end of each term. PGCC will have sole discretion to approve or deny rate increase requests.

2. CONTENT

- A. The Price Proposal must consist of, but not be limited to, the following:
 - Total Fee/Cost for services as described in this RFP
 a fixed hourly rate by position for all services required.
 - 2. Other services at no cost.
- B. Offerors shall provide all other fees not listed.

3. EVALUATION

- A. The Committee may elect to request a Best and Final Offer (BAFO).
- B. The Committee will establish a ranking of the final Price Proposals from lowest to highest total offers.
- C. The pricing rating shall be incorporated/considered in the overall proposal score. The College reserves the right to review and rank pricing upon the completion of the Committee's review and/or to establish the final ranking.
- D. Pricing will be evaluated independent against the cost estimate.
- E. The College may only review/evaluate the technical proposals first, and only then are the price proposals reviewed for the top ranked firms.

SECTION VII

FINAL EVALUATION, RANKING AND SELECTION

1. RECOMMENDATION OF AWARD OR FURTHER DISUCSSIONS

- A. 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.
- B. 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

- A. <u>Process</u>: Following evaluation of the Technical Proposals, Price Proposals and Best and Final Offers, if applicable, the Technical Evaluation 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. Upon Board approva, all Offerors will be notified of the award(s) selection.
- B. <u>Basis for Award</u>: The Contract will be awarded to the Offeror that proposes to the College the most advantageous offer in addition to meeting all other requirements of the Solicitation. The goal is to Contract with the Offeror(s) that would best meet the needs of the College as set forth in the RFP.
- C. <u>Negotiations</u>: The College may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. The College reserves the right to make an award with or without negotiation. In the event negotiations between the selected Offeror and the College fail to mutually agree on all terms and conditions, the College may rescind the award and conduct negotiations with the 2nd highest ranked Offeror. Additionally, if the Offeror fails to actively pursue the finalization and execution of the Contract, the College may rescind the Contract, at any time prior to the full execution of the Contract.

3. DEBRIEF

- A. 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 the Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time. Requests received after ten (10) days from the Offerors' notice may not be scheduled, at the College's sole discretion.
- B. **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 a Technical Evaluation Committee Member.