



**PRINCE GEORGE'S
COMMUNITY COLLEGE**

REQUEST FOR PRICE PROPOSAL

FOR

**ON CALL CONSTRUCTION MANAGEMENT
SERVICES/CONSTRUCTION MANAGEMENT AT RISK (CMAR)
RFP 20-06 PART B**

MARLBORO HALL PROJECT

ISSUE DATE: December 16, 2019

QUESTIONS PERIOD: January 2 – January 13, 2020. Due to the College closing for winter break, questions received outside of the Questions Period shall not be responded to.

PRICING PROPOSAL DUE: January 24, 2020, 10:00 AM ET

SCOPE REVIEW: January 30-31, 2020 (Projected)
(Invited firms only, if required)

PROCUREMENT/ISSUING OFFICE:
Prince George's Community College
Office of Procurement, Kent Hall Suite #264
301 Largo Rd., Largo, MD 20774

PROJECT MANAGEMENT: PGCC, Construction and Facilities Division

PROJECT MANAGER: Don Pruett or Designee

PROCUREMENT OFFICER: Beth Kirk or Designee

Prince George's Community College

ON CALL CONSTRUCTION MANAGEMENT/CONSTRUCTION
MANAGEMENT AT RISK SERVICES RFP 20-06, PART B

SECTIONS

SOLICITATION SCHEDULE

AMENDMENTS TO CM ON-CALL

RFP PART B: SCOPE OF WORK

RESPONSE REQUIREMENTS

Attachments

- Price Proposal Form- Pre-Construction Services Matrix and Itemized General Conditions Cost
 - Attachment A - Bid/Proposal Affidavit
 - Attachment B - Conflict of Interest Information / Conflict of Interest Affidavit
 - Attachment C - Proposal Bond
 - Attachment E - Certification Regarding Investment Activities in Iran
 - General Conditions Form MUST BE SUBMITTED
 - Staffing Plan
 - Key Personnel Form
 - MBE Appendix M and Schedule
- ❖ PGCC 65% Design Development Drawings & Specifications and 95% Package 1 Drawings & Specifications can be located at www.mdplanroom.com listed under Public Jobs.

AMENDMENTS TO THE ON-CALL CM/CMAR SERVICES REP

This document amends RFP20-06, On-Call Construction Management Services/Construction Management At Risk (CMAR), Part B. This document indicates the specific Sections and/or paragraphs being amended (i.e. replaced, added or deleted). All other sections, parts, and paragraphs of the RFP remain the same and are applicable to this project

SECTION I - INSTRUCTIONS TO PROPOSERS

Y. LIQUIDATED DAMAGES

2. The Liquidated Damages for the project are \$6,000 per calendar day.

SECTION IA - MINORITY BUSINESS ENTERPRISE PARTICIPATION

3.4 GOAL AND SUBGOALS

- 3.4.1 The MBE goal will be 25%. Contractor shall also have the same MBE goal percentage

SECTION III GENERAL PROVISIONS

In addition to the General Provision included in Part A, the following is also incorporated:

A. PROJECT OVERVIEW

1. See attached Project Scope/scope of work
2. Drawings and Specifications are attached to RFP 20-06, Part B
3. The GMP limit is:

\$87,500,000.00

B. SCHEDULE

3.1 Design Services will be provided by **JCJ Architecture, Boston MA** under separate contract with the College.

6.3

- a. The NTP for the Constructions
- b. The NTP for the Construction Phase is expected to be:

1. February 21, 2020

5.3

- b. The On-Site Construction Duration to date of Substantial Completion is:

1. One Hundred Twenty-Five (125) weeks, or Eight Hundred Seventy-Five (875) calendar days.

c. The On-Site Construction Duration to date of Substantial Completion is:

1. One Hundred Twenty-Five (125) weeks, or Eight Hundred Seventy-Five (875) calendar days.

SECTION V - CONSTRUCTION MANAGEMENT RESPONSIBILITIES

A. PRE-CONSTRUCTION SERVICES

15. Contingencies

15.2 Zero percent (0%)

END OF AMENDMENT

Part B: Price Proposal, Response Requirements.

Proposers are to submit completed forms listed below:

- ✓ Price Proposal Form- Pre-Construction Services Matrix and Itemized General Conditions Cost
- ✓ Attachment A - Bid/Proposal Affidavit
- ✓ Attachment B - Conflict of Interest Information / Conflict of Interest Affidavit
- ✓ Attachment C - Proposal Bond
- ✓ Attachment E - Certification Regarding Investment Activities in Iran
- ✓ General Conditions Form
- ✓ Staffing Plan
- ✓ Key Personnel Form
- ✓ MBE Schedule

Overview: Project Scope/Scope of Work

Project Architect: **JCJ Architecture, Boston MA**

65% Design Development Drawings and Specifications and 95% Package 1 Drawings & Specifications can be **located at** www.mdplanroom.com listed under Public Jobs.

Electronic copies of drawings and specifications shall be furnished to the Contractor, by accessing the specified Planroom,

The CM at Risk Contract award will consist of two phases. Provisions provided in this Section, Project Scope, are in addition conditions and are in accordance with the associated, RFP20-06, Contractor's Master Agreement and the College's General Conditions for Construction. The provisions do not replace the respective sections, rather are supplemental terms and conditions.

1. **Preconstruction Phase (Phase 1)**

Phase (Phase 1), which includes the preparation and submission of a Guaranteed Maximum Price (GMP) Proposal. It will be the responsibility of the CM at Risk to integrate the design and construction phases. Utilizing skills and knowledge of general contracting, the Offeror will develop schedules, prepare Project construction estimates, present constructability reviews, study labor conditions, and, in any other way deemed necessary, strive for Project delivery that is timely, cost effective and within required quality standards set by the College.

1.1 Preconstruction obligations:

The selected CM at Risk shall provide preconstruction services for the Project inclusive of design phase review services. At the conclusion of this phase, the CM at Risk shall submit an acceptable Guaranteed Maximum Price (GMP) Proposal for the Project.

The contract for design services for the full development of the Project to 100% Construction Documents is for a total of seven (7) months after issuance of the Notice to Proceed to the CM at Risk. The seven (7) months includes the development of multiple packages to support multiple GMP's necessary to allow for abatement, demolition, site improvements and construction to commence on February 25, 2020 or shortly thereafter.

This schedule includes time for multiple GMP's to be developed concurrent with the development of multiple Construction Document packages allowing for the work to proceed without interruption during the development of the FINAL 100% Construction Documents for the CM at Risk to prepare a FINAL GMP Proposal. (Note: Quantity of months noted above assume a NTP on or before February 25, 2020 with design services being completed August / September 2020, subject to Change at the College's sole discretion)

Multiple Construction Documentation packages will be needed to allow for the construction to commence and not be interrupted. These construction packages include, but are not limited to, the following:

- | | |
|-----------|--|
| Package 1 | Interior Hazardous Materials Abatement and Interior Demolition |
| Package 2 | Generator Yard and Infrastructure including a New Circulation Pathway between Center for Performing Arts and Marlboro Hall |

Package 3	Site Utilities
Package 4	Exterior Hazardous Materials Abatement and Exterior Demolition
Package 5	New Addition Foundation and Structure
Package 6	Renovation and Addition

The CM at Risk will perform ongoing value engineering analysis and constructability reviews. The CM at Risk is responsible to assume a leadership role and provide the resources during the Preconstruction Phase which may be required to ensure the Project budget and schedule remains on target.

The CM at Risk will review the construction bid documents during design phases to ensure completeness for subcontract trade bid packages.

1.2 Other Preconstruction Requirements:

1.2.1 Value Engineering.

There shall be a major value-engineering study at 100% design development. As part of this study, the CM shall develop value engineering concepts for consideration at a study session to be held with the design team. It is anticipated that the A/E will be concurrently conducting a similar activity to also be discussed at the study session. Written concept designs and cost studies/estimates shall be produced and submitted to the College within two (2) weeks of the study session. Then, a written pro/con evaluation of the cost studies shall be provided to the College within two (2) weeks after submission of the cost studies. Finally, the CM at Risk shall formally present the study and submit the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.

1.2.2 Project Review/Meeting.

The CM at Risk shall meet regularly with the College, A/E, and other design team members to review the program, the design documents, the Project scope, and all other pertinent aspects of the Project. The CM at Risk shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes. The schedule for design meetings will be in accordance with the A/E's Project schedule.

The CM at Risk shall also develop project management and coordination procedures, in cooperation with the College, for the Project.

1.2.3 Consultation During Project Development.

The CM at Risk shall attend regularly scheduled meetings, including mandatory referral meetings and community engagement meetings, with the A/E during the development of the design to advise the A/E on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. The CM at Risk shall also provide recommendations on construction feasibility.

1.2.4 Schedule.

The CM at Risk is to establish a detailed, critical path method (CPM) schedule for use during the Preconstruction Phase in consultation with the College and the A/E. The CM at

Risk shall within fifteen (15) days after having received written notice to proceed, provide the College with the format for the CPM schedule for the Preconstruction and Construction Phases of the Project. The College will review this schedule for compliance with overall Project completion requirements relative to the College's occupancy needs.

The CM at Risk is responsible to monitor this schedule during the Preconstruction Phase to ensure the Project meets predetermined schedule milestones. Unless otherwise agreed upon by the College, the duration of each schedule activity shall be twenty-one (21) calendar days or less. The CM at Risk shall advise the College of any deficiencies in adhering to this schedule by any party. The CM at Risk should detail the Project schedule sufficiently to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules will be required with each major design document submission and with major value engineering decisions. Schedules are due to the College no later than five (5) business days from each design or value engineering submission.

This CPM schedule shall include a projection of all Preconstruction and Construction Phase activities to include CM at Risk staff loading throughout the Preconstruction and Construction Phases of the Project. The Project Team will use the developed and approved CPM schedule throughout the design and construction of this Project.

The CM at Risk shall utilize a College approved computer based software scheduling system to allow the CM at Risk to provide appropriately detailed Preconstruction and Construction Phase CPM schedules. Scheduling software shall allow for integration of all aspects of the design/construction processes and provide for coordination of all Work. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, PERT charts, and Gantt chart format reports.

1.2.5 Construction Cost Model/Estimates.

The CM at Risk shall develop and update a Project budget/cost model, independent from the A/E, at multiple intervals during the Preconstruction Phase of the Project. The base cost model format shall be developed and presented to the College within thirty (30) days after the CM at Risk Preconstruction Phase Notice to Proceed is issued. Due to the changing economic climate, all cost models are to be construction based, not data based. In other words, the CM at Risk is to develop estimates utilizing in- house capabilities and test estimates through pricing of trade work directly in the market place, rather than basing estimates on data retained in the CM at Risk files. The CM at Risk shall prepare the following:

- a full scale update of the cost model, to be provided within ten (10) working days after the submission of the 100% Design Development Documents for approval;
- a full scale update of the cost model, to be provided within ten (10) working days after the submission of the 50% Construction Documents for approval;
- A full scale update of the cost model, to be provided with ten (10) working days after the submission of the 75% Construction Document cost estimate prepared by the A/E; and
- A full scale update of the cost model to be provided within ten (10) working days after the submission of the 95% Construction Documents for approval.

The CM shall coordinate the format of the cost model with the Design Team's estimator, providing the same grouping of hard and soft costs in the same order so that both estimates can be compared and reconciled at each submission. Once accepted by the College, this

format shall be used by the CM at Risk and the Design Team's estimator for all subsequent estimates.

Each cost model shall contain the base construction cost estimate in CSI format, including the cost estimate for proposed alternates, and CM at Risk General Conditions, fees, and GMP Contingency.

Project Construction Costs are identified elsewhere in the RFP. Ten percent (10%) of the trade package construction cost is expected to be identified as add alternates. The estimating for add alternates shall start as soon as alternates are identified and shall be complete and include the same level of detail and accuracy as the estimates for the base design at each design phase.

Meetings and negotiations between College, A/E, and the CM at Risk will be held to resolve questions and differences that may occur within the Project Construction Costs and the CM at Risk cost model. If indicated by the Project Construction Costs limitations or other circumstances, the CM at Risk shall work with the College and A/E to reach a mutually acceptable Probable Construction Costs.

In the event that the Probable Construction Costs exceed the Project Construction Costs, the CM at Risk, without additional compensation, shall, upon the College's direction, work in conjunction with the A/E to redesign the Project as necessary to maintain the Project Program and meet the Project Construction Costs. The Project Construction Costs are approximately **\$87,500,000**.

If the Probable Construction Costs as submitted at 50% Construction Documents exceeds the funds allocated by the College for construction of the Project, the CM at Risk shall, upon the College's direction:

- after consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost, and shall repeat as necessary;
- develop, and provide to the College, a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost; and
- analyze the A/E originally submitted Construction Documents and make recommendations to the College as to ways and methods to reduce the cost of constructing the Project to a sum which does not exceed the authorized appropriations.

Notwithstanding anything in the RFP to the contrary, the CM at Risk shall complete the work required for the cost reduction without additional compensation.

1.2.6 Guaranteed Maximum Price Proposal.

The CM at Risk will develop and submit to the College a GMP Proposal based on the 100% Construction Documents. If the GMP proposal deviates from the 100% Construction Documents, then the proposal shall include a detailed explanation of the deviations including their impact on the GMP and schedule. The GMP Proposal shall provide a

breakdown of the estimated cost of each principal portion of the Work. The estimate shall be broken down by trades, and include the CM at Risk Construction Phase fee set forth in the CM at Risk's price proposal in response to the RFP, general conditions and CM at Risk's contingency and all other Project related costs, such as bonds, personnel payroll benefits, etc. The billing rates for the on-site personnel shall be as quoted by CM at Risk in the Price Proposal. The CM at Risk is to provide the GMP Proposal to the College within thirty (30) days of issuance of the 100% Construction Documents.

The CM at Risk will utilize the College approved Construction Documents as prepared by the A/E to invite and receive competitive bids on all trade packages and materials as a basis for each GMP submission. The CM at Risk will develop scopes of work based on the Construction Documents; in addition, each scope of work shall include, but not be limited to, anticipated working hours to address the College's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities if required, temporary heat and electric if required, hoisting, etc. The CM at Risk shall review the General Conditions Costs section of this RFP in detail before preparing the scope of work of each trade to ensure the trade packages are consistent with the requirements of that Section. The CM at Risk shall verify that the scopes of work do not include items covered under the CM General Conditions or CM fees.

All Pre-Construction phase printing and deliveries shall be included in the CM at Risk Pre-Construction fee. The method of delivery of documents to bidders shall be approved by the College to ensure a cost effective distribution of the Documents and Addenda.

The College takes an active role in the trade package scope review process, along with the Project's A/E team. All trade package scope review meetings must be coordinated with both the College's Project team and the A/E team's schedules. The CM at Risk must maintain an active bid package that can be shared with the College for the College's review.

The CM at Risk is required to provide coordinated drawings for all trade work for the construction of that phase of the Project. All Offerors are advised to assume that the Construction Documents do not include this requirement; and, the College notes that this effort will be handled primarily by the CM at Risk in the Construction Phase by the BIM Coordinator under CM at Risk Staff Reimbursable Costs.

The CM at Risk is to conduct the following for all trade contracts: pre-bid meetings, post-bid meetings, and bid opening sessions. It is anticipated that a pre-bid meeting will be held for each trade package unless otherwise agreed to by the College. The CM at Risk is also to conduct a qualification process of all trade contractors to ensure that all bidders have the necessary expertise. The College will be attending all meetings pertaining to trade contracts. The College reserves the right, in an advisory capacity, to raise questions to the CM at Risk at any of these meetings. The location of the meetings must be held at the College campus and approved by the College prior to scheduling.

When issuing solicitations for trade contracts, the CM at Risk shall reach out to vendors identified at Prince George's County's MFD website at (TBD) for the bidding opportunities. Such results must be documented and provided to the College upon request.

The CM at Risk may reject all bids and re-bid the trade work or repackage the trade work activity. If the College rejects a trade contractor recommended by the CM at Risk in accordance with the General Conditions, the CM at Risk shall recommend an acceptable substitute at no additional cost to the College.

Any scope of Work proposed to be performed by the CM at Risk, its subsidiaries or affiliates, that is not included in the general conditions cost or Construction Phase fee shall be explicitly identified and submitted to the College a minimum of thirty (30) days prior to bidding of Trade Contracts. The CM at Risk shall provide a detailed description of the financial, ownership and other relationships with the related company. Submission of CM at Risk proposals to perform Work in such a manner after the College's acceptance of the Guaranteed Maximum Price Proposal is prohibited. The College has the unilateral right to reject a proposal to use a related company. The cost of the Work to be provided by a related company must be for a lump sum amount.

The CM at Risk detailed construction cost estimates in the GMP Proposal will be reviewed by the A/E and the College for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between College, A/E, and the CM at Risk will be held to resolve questions and differences that may occur within the Project Construction Budget and the CM at Risk construction cost estimate and corresponding GMP Proposal. If indicated by the Project Construction Budget limitations or other circumstances, the CM at Risk shall work with the College and A/E to reach a mutually acceptable GMP.

If the GMP Proposal, as originally submitted or adjusted, for the Project exceeds the funds authorized by the College for construction of the Project, the CM at Risk shall, at the College's direction:

after consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost, and shall repeat as necessary;

develop and provide to the College a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost; and
analyze the A/E originally submitted Construction Documents, as altered and redrafted, and make recommendations to the College as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the authorized appropriations.

2. Construction Phase (Phase 2)

If the GMP Proposal is accepted. The GMP shall include the CM at Risk's fixed fee for these services.

Upon approval of the Amendment of the Contract, the CM at Risk shall provide services as required to complete construction of the Project and to maintain the established GMP for the Project. During the Construction Phase, the Offeror will provide services and manage the Project, inclusive of the award and management of all trade contracts.

Other construction related services include but may not be limited to; change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring and substitution requests and claims resolution, and coordination/communication of the activities of the Project Team throughout the Construction Phase.

The Project will be "open book". The College may attend any and all meetings, and have access to review and copy any and all CM at Risk Project records.

Construction CM at Risk services with general conditions services being provided on a not to exceed basis shall be completed within a total of twenty-eight (28) months after issuance of the Notice to Proceed Construction Activities. The College requires occupancy of the newly constructed facility within twenty-four (24) months or earlier from the issuance of the Notice to Proceed Construction Activities.

The College anticipates that the building will be complete and ready for coordination of the following milestone activities administered by the College, concurrent with CM at Risk's completion of the Project as follows:

Office of Information Technology (OIT):	4 months prior to Final Completion
Owner furnished furniture, fixtures and equipment (FFE) Delivery and Installation:	4 months prior to Final Completion
OIT Equipment Installation:	3 months prior to final Completion

The College anticipates Substantial Completion and occupancy related milestones and Final Completion as follows:

Notice to Proceed Construction Activities:	February 2020
Substantial Completion including issuance of Use and Occupancy Permit:	February 2022
Final Cleaning Completion:	At Substantial Completion
Faculty and staff move-in:	August 1, 2022

Final Completion of the NEW
Marlboro Hall Building:

Not more than (28) months following
the Notice to Proceed but prior to the
2022-2023 Academic School Year Fall
Semester.

NEW Marlboro Hall Building to open
for classes:

Fall Semester 2022-2023 Academic
School Year

2.1 Consultation During Continuing Project Development.

Upon acceptance of the GMP Proposal, the CM at Risk shall continue to advise and assist the College and A/E during any continuing design activities required in the Project. Costs associated with any design activity shall be reimbursed if subsequent changes result in a change to the GMP, or not reimbursed if determined the activity is a result of required coordination of Work for the Project.

2.2 Project Construction Costs.

The CM at Risk recognizes that the College has limited funds for the construction of the Project. The College's Project Construction Costs limit are approximately **\$87,500,000**. This amount, as noted on the Price Proposal, is inclusive of the CM at Risk on-site staff reimbursable costs, a General Conditions not to exceed costs as quoted by the CM at Risk inclusive of the testing and inspection requirements, CM at Risk Construction Phase Fee, and CM-GMP contingency, but excluding the A/E fee. This amount is referred to in this RFP as the Project Construction Budget, and is the budgetary allocation for all costs included within the GMP.

The College anticipates receiving construction funding from the State and the County appropriating authorities over multiple fiscal years. If the College fails to receive an appropriation from the State or the County in a particular fiscal year, the College reserves the right to unilaterally terminate the contract. The College will reimburse the CM at Risk for all Work completed prior to termination, but will not pay any anticipatory profits.

2.3 Project Schedule.

After acceptance of the GMP Proposal and the proposed project schedule, and issuance of a Contract Amendment to the CM at Risk for the Construction Phase of the Project, and within fifteen (15) days of written Notice to Proceed Construction Activities, the CM at Risk shall submit a preliminary critical path method (CPM) schedule consistent with the timeframes submitted during the Preconstruction Phase.

The CM at Risk shall provide the construction phase CPM schedule through the use of a computer based software scheduling system. The scheduling software used by the CM at Risk shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports; allow for integration of all aspects of the Project; and provide for coordination of all work.

The CM at Risk shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the CM at Risk logic and time estimates for each segment of the Work. The schedule shall be cost loaded, the sum of which will total the GMP exclusive of a CM-GMP contingency, and manpower loaded to complete the Work

within the scheduled time frames. The arrow network diagram will be drawn in a level of detail suitable for display of salient features of the Work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the A/E and the College, delivery of material, and all work activities inclusive of punchlist agreed to by the College. Each Work activity shall be assigned a time estimate by the CM at Risk. One day shall be the smallest time unit used. Data shall also be provided in Gantt form.

Upon completion of the Pert and Gantt diagrams, the CM at Risk shall prepare a printout to be reviewed with the Project team. In the event the completion date indicated by the schedule exceeds the contractual date, the logic and time estimates used to develop the plan will be reviewed, changes made in the logic and time estimates, and another printout prepared for a subsequent review with the Project team. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet College requirements for occupancy.

Within thirty (30) days of Notice to Proceed Construction Activities, the final CPM schedule shall be submitted to the College for review and approval. This working schedule shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the Project on schedule. When approved by the College, this schedule shall become the working plan and schedule for the Project and the information shall be provided to the CM at Risk for distribution the Project Team inclusive of all trade contractors.

The CM at Risk shall review the plan and schedule each month. An updated Project schedule shall be furnished showing actual completed work at the end of each month in detail for the entire Project. The form to be used shall be approved by the College and shall be submitted with the monthly invoice.

The CM at Risk shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete, and take the action necessary to meet the required completion date.

It is the CM at Risk's responsibility to meet the required construction completion date. If the CM at Risk discovers that action must be taken in order to meet this contractual responsibility, all costs associated with any appropriate action are the responsibility of the CM at Risk within the GMP unless a delay is attributable to the College.

If the CM at Risk finds that the schedule has been impacted by an action or inaction on the part of the College, the CM at Risk must review the situation with the College and obtain a change order amendment for any resulting work prior to taking any action which has a cost impact. All change order work shall be governed by the Montgomery College General Conditions as supplemented by the provisions of this RFP. Notwithstanding anything in the General Conditions, the provisions shall apply only to work to be performed in the Construction Phase, unless stated otherwise in the Contract.

2.4 Date of Completion.

The work and services under this Contract shall be phased and scheduled for the time period necessary to complete the Project within (28) months from the Notice to Proceed Construction Activities to FINAL COMPLETION. Time is of the essence.

2.5 Trade Contracts and Suppliers.

Those portions of the Work that the CM at Risk does not customarily perform with its own personnel shall be performed under trade contracts or by other appropriate agreements with the CM at Risk. The College may designate specific persons from whom, or entities from which, the CM at Risk shall obtain bids. The CM at Risk shall obtain bids from Trade Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the College. The College shall then determine, with the advice of the CM at Risk, which bids will be accepted. Trade Contracts or other agreements shall conform to the applicable payment provisions of the Contract, and shall not be awarded on the basis of cost plus a fee without the prior consent of the College. If the Trade Contract is awarded on a cost plus fee basis, the CM at Risk shall provide in the Trade Contract for the College to receive the same audit rights with regard to the Trade Contractor as the College receives with regard to the CM at Risk.

The CM at Risk will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, and MBE participation, by submission of letters of intent, copies of purchase orders, etc. All contract documents between the CM at Risk and the Trade Contractors are to be made available for review and copying by the College as requested.

Any change to the Trade Contractors submitted in the GMP, if any, must be approved by the College. The CM at Risk shall submit a detailed explanation and justification explaining why the new Trade Contractor proposed provides a benefit to the Project and the College. Any changes to the MBE documentation must be included with the justification.

The CM at Risk shall submit copies of contracts signed with Trade Contractors to the College within thirty (30) calendar days from execution.

The CM at Risk will be allowed to use savings from Trade Contract buyouts to cover Trade Contract overruns. The CM at Risk shall submit the total buyout savings proposal to the College as soon as practical but not later than 45 days from the date the last GMP Trade Contractor associated with building construction is awarded. Savings generated by Trade Contractor buyouts will revert to the College and the CM at Risk as previously noted under "GMP Savings" in this section. Until the CM at Risk submits its buyout savings proposal, it shall advise the College monthly its estimate of what will be the proposed final buyout savings.

Prior to providing an application for payment, the CM at Risk shall certify in writing that the CM at Risk has made payment from proceeds of prior payments, and that the CM at Risk will make timely payments from proceeds of the current application for payment then due the CM at Risk to Trade Contractors and suppliers in accordance with contractual arrangements with them.

CM at Risk agrees that they are fully responsible to the College and Prince George's County, Maryland for any acts and omissions of their Trade Contractors and of persons directly or indirectly employed by them. Nothing contained in these Contract Documents shall create any contractual relationship between any Trade Contractor and the College and Prince George's County, Maryland.

2.6 Separate Contracts.

Without invalidating the relationships with the CM at Risk, the College reserves the right to

let other contracts in connection with the Project, the work under which shall proceed simultaneously with the execution of the CM at Risk Work. The CM at Risk shall afford other separate contractors engaged by the College reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the CM at Risk shall take all reasonable action to coordinate its Work with theirs. If the work performed by the separate contractor engaged by the College is defective or performed as to prevent the CM at Risk from carrying out its Work according to the plans and specifications, the CM at Risk shall immediately notify the A/E and the College upon discovering such conditions.

2.7 Web-Based Photographic Documentation.

Project Camera: Provide a fixed exterior camera installation, mounted to provide unobstructed view of construction site from locations approved by College.

Provide two fixed-location cameras, with the following characteristics:

- a. Remotely controllable view with mouse-click user navigation for horizontal pan, vertical tilt, and optical zoom of 500 percent minimum.
- b. Capable of producing a minimum 6 megapixel pictures.
- c. Wide-angle lens with a 78° horizontal field of view.
- d. Solar powered stations with specialized mounting hardware for non-penetrating roof mounts.
- e. Provide power supply, active high-speed data connection to service provider's network, and static public IP address for each camera.

Wireless Hand-Held Camera: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.

- b. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
- c. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub. Provide power supply, conduit, and data wiring between base station hub and base station connections.

Web-Based Image Access: Password-protected access for Project team administered by Contractor, with current image access and archival image access by date and time, with images downloadable to viewer's device.

- a. Provide public viewer open access to most recent Project camera images.

2.8 Project Hotline.

The College requires the CM at Risk to establish a "Project Hotline" at the inception of construction activities. The "Hotline" shall be a local number, operated and maintained by the CM at Risk for the duration of construction activities. The purpose of the "Hotline" is provide the local community a reasonable means by which they can communicate concerns or issues about the project directly to the Project Team. The expectation is for the "Hotline" to be regularly answered by a person between the hours of 6:00 am and

10:00 pm, and answered by a voicemail system during the overnight hours. All calls are to be logged and reported to the Project Team during the monthly Owner's meeting. The costs for this service is to be included in GMP as a General Conditions Non-Personnel Reimbursable Expense.

2.9 Minimum Safety Requirements.

The CM at Risk shall develop and implement a Project safety program in accordance with the College General Conditions of the Contract and applicable regulations. CM at Risk shall provide a safe and healthful environment for its employees and agents as well as the College's representatives and agents.

The CM at Risk shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. CM at Risk shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and College facility rules and regulations.

CM at Risk shall submit to the College a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. CM at Risk shall effectively execute the program elements and maintain the job site in a safe and healthful manner.

Report all injuries, illnesses, and work related incidents to the College immediately but no later than the next business day after the incident. CM at Risk shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident.

CM at Risk shall report to the College any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the College as soon as possible and no later than the next business day. The College expects verbal notification of all inspections well as a subsequent written report detailing the inspection.

By the fifth working day of each month, CM at Risk shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics and submit this report to the College. The CM at Risk shall report, to the College, as part of each monthly report any safety violations and actions taken to protect the safety of persons and property engaged in the work. The College reserves the right to audit CM at Risk safety and health related records and statistical information at any time.

2.10 Show Drawing Review and Processing.

The CM at Risk shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. The CM at Risk shall review this system with the College and obtain the College's approval prior to implementation.

The CM at Risk will be responsible for logging all shop drawings/submittal prior to submission to the College and the A/E. The CM at Risk is to ensure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.

The CM at Risk shall be responsible for tracking and monitoring all shop

drawings/submittals throughout the construction phase until all shop drawings/submittals have been approved by the A/E and the College. Allow a minimal review period of approximately three (3) weeks per submittal.

The CM at Risk shall include shop drawings as an agenda topic on all Owner meetings and advise the College immediately of any delays in the shop drawing/submittal process. The CM at Risk shall develop and submit a shop drawing/submittal aging report to the College's Project Manager at each regularly scheduled progress meeting. The CM at Risk shall provide coordinated drawings as required per the Construction Documents.

2.11 Project Site Documents.

The CM at Risk shall maintain at the Project site, on a current basis, records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the contract or the work. Maintain these records in hardcopy and electronic format. The CM at Risk shall provide the necessary hardware and software to access and use the electronic materials while on-site.

2.12 Contract Acceptance Phases Services.

At the appropriate time, the CM at Risk is required to provide a Project Close Out Engineer to handle Project close out activities which include punch list, scheduling of the required demonstrations, and testing.

The CM at Risk is to work closely with the College's Project Manager as to the procedures and schedule for Contract Close Out and the contractual obligations therein. The CM at Risk is responsible for compliance with all Contract Close Out items per the Contract Documents.

Complete the requirements of this phase within the duration required by the Contract Documents.

Provide schedules for and management of required activities during this phase.

The CM at Risk shall complete the punchlist work and notify the College and A/E the Project is ready for final inspection within eight (8) weeks after the date of substantial completion. Comply with the requirements of the Contract Documents for final inspection and completion.

Participate in completion of commissioning activities:

- Within 30 days after the date of substantial completion, provide hard copies of the as-built documents and the as-built BIM model to the College and the Architect.
- Demobilize trailers and other temporary facilities before or after substantial completion as coordinated with the College, restore the site per the Contract Documents, and settle and pay final utility bills.

Coordinate all acceptance phase activities with the College's occupancy activities, which may include keying, access control activation, room signage, furniture delivery and installation, equipment delivery, occupant move-in, and other activities.

The CM at Risk shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals. With mechanical and electrical equipment, the CM at Risk is to obtain the Operating and Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment.

Submit these O&M manuals to the College Project Manager who will coordinate with the

College's Campus Facilities Department for review prior to the equipment demonstration. At the completion of the Project, and before final payment, the CM at Risk shall deliver all such records to the College in a paper and electronic format as specified by the College along with completion set of as-built drawings for incorporation by the A/E into the record documents.

END OF SCOPE

PRICE PROPOSAL

Prince George’s Community College:

(The) _____
(Name of Construction Management Firm)

hereby submits the following proposal for the: **On-Call Construction Management (CM) Services for Marlboro Hall Project**

Having carefully examined the “Instructions To Proposers,” the General Terms and Conditions of Contract, the entire proposal documents, specifications, and Amendments numbered _____, Clarification(s) numbered _____ and having received Clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

1. **PRE-CONSTRUCTION PHASE CM FEE:**

_____ \$ _____
(Written) (Figures)

2. **CONSTRUCTION PHASE CM FEE:**

_____ \$ _____ (Written) \$ _____ (Figures)

3. **GENERAL CONDITIONS AMOUNT:**

_____ \$ _____
(Written) (Figures)

4. **TOTAL CM PRICE PROPOSAL (Item 1 + 2 + 3):**

_____ \$ _____
(Written) (Figures)

Pre-Construction Services Matrix Costs/Fee

Services marked are required services identified by the College for the Marlboro Hall Project. However, Proposer may include additional services, if needed. Proposers are to input the Total Fee per service, and if an allowance, if applicable.

On-Call Construction Management Services for: _____

Name of Firm: _____

	Pre-Construction Services	Allowances	Early Packages Fee	Design Develop. Fee	50% Construction Fee	95% Construction Fee	100% Documentation Fee	Development of GMP Fee	Total Fee per Service
1	Consultation and participation during design		<input checked="" type="checkbox"/>						
2	Value Engineering Services		<input checked="" type="checkbox"/>						
3	Constructability Review Services		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
4	Construction Cost Modeling and Cost Estimating Services		<input checked="" type="checkbox"/>						
5	Site Utilization and Logistics Planning Services		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					
6	Scheduling Services		<input checked="" type="checkbox"/>						
7	Preparation of Early Construction Packages		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	

3.0 CM AT RISK PRECONSTRUCTION PHASE FEE

The CM at Risk fee for the Preconstruction (Design) Phase shall be an all-inclusive lump sum fee associated with the required services specified in this RFP. **The contract for Preconstruction CM at Risk fees will be separate from the GMP.**

The Preconstruction Phase 1 CM at Risk fee price proposal for this Project shall be irrevocable for one hundred twenty (120) calendar days from the proposal due date. This period may be extended by written mutual agreement between the Proposer and the College.

4.0 CM AT RISK CONSTRUCTION PHASE FEE

The CM at Risk fee shall be an all-inclusive lump sum management fee. It shall include all CM at Risk home and other office costs including but not limited to officers, home and local office support staff, as well as all CM at Risk overhead costs and profit.

The Construction Phase CM at Risk fee price proposal shall remain irrevocable until acceptance of the GMP and approval of the Amendment to the Contract to reflect the construction work. It should also be noted that an adjustment will not be made to the CM at Risk Construction Phase fee on this Project even if the Project scope changes.

5.0 GENERAL CONDITIONS EXPENSES

In accordance to the College's General Conditions for Construction, General Condition expenses shall not to exceed the fee for General Conditions that shall be established by the CM, and approved by the College in its review and approval of the GMP, for General Conditions items per the submitted Price Proposal. This fee shall be based on the CM at Risk quoted not-to-exceed costs for General Condition items, inclusive of on-site field staff approved expenses, to cover costs associated with construction of this Project.

5.1 Other Costs and Emergencies

Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the College and shall be in accordance the College's General Conditions for Construction.

In the event, and if exercised by the College's sole discretion, Costs of repairing or correcting damaged or nonconforming Work executed by the CM at Risk, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the CM at Risk and only to the extent that the cost of repair or correction is not recovered by the CM at Risk from insurance, sureties, Subcontractors, suppliers, or others.

The CM at Risk will be reimbursed for actual costs only. Markup for overhead and profit is not allowed. Expenditures from this not to exceed fee may only be made with the approval of the College which shall not be unreasonably withheld. Not to exceed fee expenditures must be approved by the College prior to the provision of said services. The CM at Risk should not expect that any change order will allow for an increase in the General Conditions NTE fee.

6.0 ACCOUNTING RECORDS

In addition to the Records Retention provision provided in the College's General Conditions for Construction, the CM at Risk shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the College. The College and the College's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the CM at Risk's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The CM at Risk shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

7.0 MAINTENANCE BOND

In addition to the other required bonds, the College may require the CM at Risk to provide a Maintenance Bond for the correction and warranty period(s) equal to the amount of 50 percent of the performance bond for a period of one (1) year from the date of Substantial Completion and 15 percent of the performance bond for the second year from the date of Substantial Completion. Such bond will indicate Montgomery College as the Obligee and the CM at Risk as the Principal.

The CM at Risk shall, for a period of two (2) years from and after the date of Substantial Completion and acceptance of same by the College, replace any and all defects arising from the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

8.0 SPECIAL TERMS AND CONDITIONS

It is understood that the Price Proposal will be firm for a time period of one hundred twenty (120) calendar days from the Proposal due date (Reference Section I – Instructions To Proposers, L. – Irrevocability of Proposals), and that, if the undersigned is notified by College of the acceptance of this proposal within this time, the Proposer shall execute a Contract for the above stated compensation, and to guarantee the completion of work within the time period specified in the proposal documents.

Accompanying the Proposal is a fully executed proposal bond security in the amount of 5% of the Total Construction Management Fees.

It is understood that the College, at its sole discretion, can decline to accept the Construction Manager’s/CMAR GMP and can decline to execute the individual contracts or Contract Modifications to reflect the GMP and applicable Construction Phase Service Fee and thereupon, without penalty, the Construction Manager’s Agreement will terminate automatically according to its terms. It is further understood that the actual construction phase, (or each phase if more than one phase option is chosen), must be approved by the College’s appropriate designee/s and/or Officials. If such approval is withheld, the Contract will terminate automatically according to its terms.

It is understood that the Prevailing Wages (to be provided to the successful firm only) are to be paid during the Construction Phase and these wages will apply on all phases of this Project,

The successful Proposer shall provide a One Hundred percent (100%) Performance and Payment Bond with the issuance of the Construction Contract Amendments to incorporate a GMP into the CM Contract.

It is also understood that the Bid/Proposal Affidavit, the MBE Utilization Affidavit and proof of the Proposer’s Contractor’s License Article under Sections 17-301 through 17-308, Annotated Code of Maryland has been provided with the Technical Proposal and shall remain in full force under the Contract.

Construction Firm License No. _____

Date and Place of Issuance _____
(Federal Employer Identification No. _____
(or Social Security No. if no F.E.I. No.) _____

Firm Name _____

Signature _____

Address _____

Telephone No _____

Fax No. _____

E-Mail. _____

By: (Partner) _____

By: (Partner) _____

By: (Partner) _____

Date: _____

CORPORATE PRINCIPAL

Name of Corporation _____

Address _____

Telephone No _____

Fax No. _____

E-Mail _____

Date: _____

By: (President) _____

(Printed or
Typed Name) _____

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.

Signature of
Officer and Title _____

BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the College's Minority Business Enterprise Policies and Procedures.

Without limiting any other provision of the solicitation on this project, it is understood that if any information provided is false, such false certification or false payments, constitutes grounds for the College to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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):

D. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) 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 in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) 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 subsections (1)— (5) above;

(7) 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;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) 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):

_____.

E. 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, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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, except 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).

_____.

F. 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):

G. 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.

H. 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.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

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.

J. 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.

K. 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.

L. 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;
- (4)
- (h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii) above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial

measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

M. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of 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 College 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 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" includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant 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.
- 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 College 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 appropriate College head or designee, determines that waiver is in the best interest of the College. 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 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 College, 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 and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant 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.

Date: _____

By: _____

(Signature of Authorized Representative and Affiant)

Printed Name: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

Prince George's Community College

**OFFICE OF PROCUREMENT
LARGO, MARYLAND 20774**

Bid/Proposal Bond

Proposal No. RFP# _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as
Principal, hereinafter called the Principal, and _____ a
corporation duly organized under the laws of the State of _____, as Surety, hereinafter
called the Surety, are held and firmly bound unto Prince George's Community College, hereinafter
called the

"College", for the sum of _____, for the payment of which sum, the said Principal and
the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for:

**Construction Management (CM) Services for Marlboro Hall Project . Prince
George's Community College, Largo, MD.**

NOW, THEREFORE, if the Principal, upon acceptance by the College of its proposal identified above,
within the period specified herein for acceptance one hundred twenty (120) days, if no period is specified,
shall execute such further contractual documents, if any, and give such bond(s) as may be required by the
terms of the bid as accepted within the time specified ten (10) days if no period is specified after receipt of
the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if
the Principal shall pay the College for any cost of procuring the work which exceeds the amount of its
proposal, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any
extension(s) of the time for acceptance of the bid that the Principal may grant to the College, notice of
which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only
with respect to extensions aggregating not more than one hundred twenty (120) calendar days in addition
to the period originally allowed for acceptance of the proposal.

Attachment C

In Presence of:
Witness
(Seal)

Individual Principal

As to BY: _____ (SEAL)

In Presence of:
Witness
(Seal)

Co-Partnership Principal

(Name of Co-Partnership)

As to BY: _____ (SEAL)

As to BY: _____ (SEAL)

Attest:

Corporate Principal

(Name of Corporation)

Corporate Secretary

BY: _____

President

AFFIX
CORPORATE
SEAL

Attest:
Corporate

(SEAL)

Surety

BY: _____ AFFIX

CORPORATE
SEAL

Signature: _____

Title: _____

(Printed or Types Name)

(Printed or Types Name)

Bonding Agent's Name:

(Business Address of Surety)

(Agent's Address)

(Telephone Number)

(Telephone Number)

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list (see NOTE below) created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Signature:

Date Signed:

Name of Authorized Representative

NOTE: List is available at:

www.bpw.state.md.us
Click On "Advisories"
Scroll Down to "2013-1"
Click On "IAI LIST"

GENERAL CONDITIONS

Instructions: Proposers shall provide the itemized cost for each Category. Proposers may add additional categories not listed. Proposers are to input the Total Cost/Fee per Category.

	Category	In General Conditions	In CMAR Construction Services Fee	In Trade Contract	Cost
1	CM's Field Personnel	Project Manager; Superintendent; other field personnel; payroll burden expenses for field personnel; out-of-town travel expenses.	Project Executive/Director; safety personnel; main office personnel; IT personnel; accounting and financial personnel; bonuses.	None	
2	CM's Vehicles	Field personnel vehicle costs, including lease, insurance, maintenance, repair, and fuel	Vehicle expenses for non-field personnel's vehicles.	None	
3	Safety and Site Security	First aid supplies; hardhats and goggles; safety signage; security locks.	Safety personnel.	Provision, installation and maintenance of safety devices; safety railings and barricades, fall protection, partitions; site fencing; covered walks, stairs and ladders; traffic control devices, flagmen; on-site security services.	
4	Temp. Field Facilities and Services	Rent, set-up, and removal of trailers for CM and for University site representative; field offices' utilities, security, communication services, and cleaning; temporary sanitary facilities; project signs.	None	None for use by CM or Trades/personnel; installation and maintenance of temporary roads.	
5	Field Offices' Supplies	Office supplies for CM and	None	None	

GENERAL CONDITIONS

	and Postage/Shipping	College field offices, postage/shipping. Phone and electronic devices			
6	Project Documentation and Reproduction	Reproduction indicated.	None	None	
7	Temporary Utilities	Temporary utilities for the building under construction from NTP for construction to Substantial Completion (i.e. power, gas, sewer, water, etc.), except as indicated.	None	Set up and maintenance of temporary utilities; temporary lighting installation; temporary heat for concrete and masonry Trade Contractors.	
8	Waste Management and Daily Cleaning	None (staff and labor is in Item 1 above).	None	Site and building daily and rough cleaning; trash collection and removal; LEED required waste management/recycling.	
9	Protection of Finished Work	None	None	Protection of existing facilities and finished work.	
10	Weather and Other Protection	Temporary weather and dust protection not in Trade Contracts; site snow removal; materials for maintenance of erosion control not in Site Trade Contract.	None	Maintenance of erosion control during Site Trade Contract; pumping and dewatering.	
11	Elevator Operations	After temporary permit.	None	Prior to Temp. Permit	
12	Miscellaneous Materials and Small Tools	Miscellaneous materials; small tools; surveying equipment.	None	None	
13	Permits Fees	None	None	Permits, approvals, inspections by authorities having jurisdiction, and electrical inspections required during construction except as noted otherwise.	
14	Payment and Performance Bonds	Required	Required	Required	
15	Insurance Required during Construction	Insurance Required during Construction	Insurance Required during Construction	Insurance Required during Construction	

GENERAL CONDITIONS

16	Partnering during Construction Phase	Field personnel attending workshops (salary and expenses); facilitator; workshop meals and expenses.	Non-field personnel, including Project Executive.	Participating Trade Contractor personnel.	
17	Professional and Special Services	None	Scheduling services and consultants. BIM services as described in Part A and Part B of the RFP during the construction phase	Final cleaning; and glass cleaning; surveying services; testing and inspection services commissioning agent; LEED air monitoring.	
18	Other Professional Services	None	Legal Services	None	
	Total General Conditions Cost: <u> \$_____</u>				

STAFFING PLAN

Project Name: _____

Project Name: _____

STAFFING PLAN		Pre-Construction Phase
----------------------	--	-------------------------------

Duration of pre-Construction Phase (12 months)

Title	Name	Location	GMP Phase			
Project Executive		Main Office	5%			
Project Manager		Main Office	50%			
Superintendent		Main Office	5%			
Cost Estimator		Main Office	15%			
Scheduler		Main Office	5%			
Project Engineer		Main Office	0%			

STAFFING PLAN		Construction Phase	Post Construction Phase
----------------------	--	---------------------------	--------------------------------

Order and have all material and equipment ready to install

Title	Name	Location	Month 1	Month 2	Month 3	Close Out Month	Close Out Month			
Project Executive		Main Office	25%	25%	5%	5%	5%			
Project Manager		On-Site	100%	100%	100%	50%	50%			
Superintendent		On-Site	100%	100%	100%	100%	100%			
Cost Estimator		Main Office	5%	100%	100%	100%	100%			
Scheduler		Main Office	25%	5%	5%	5%	5%			
Project Engineer		On-Site	100%	5%	5%	5%	5%			
Quality Control		On-Site	100%							
Mechanical Superintendent			100%							

Notes:
 Title: Describe "other" titles (i.e. Assistant PM, Project Engineer(s), Clerk, MEP Coordinator, etc.) The names of these personnel can be included if known but are not required.
 Location: On-site or city where the person will be located during the pre-construction and construction pleases (e.g., Baltimore, MD).

KEY PERSONNEL FORM
On Call Construction Management (CM)/Construction
Management At Risk (CMAR) Services Project:

Proposer: _____

Person's Name: _____

Position to be Assigned: _____

Educational Background: _____

Institution	Degree/Diploma/Certificates	Major (if any) Date of Degree

4. Employment History:

4.1 Current Employer's Name: _____

Dates of Employment: _____

Position Held	Duration by Date

KEY PERSONNEL FORM
On Call Construction Management (CM)/Construction
Management At Risk (CMAR) Services Project:

4.2 Prior Employer's Name: _____
 Dates of Employment: _____

Position Held	Duration by Date

4.3 Prior Employer's Name: _____
 Dates of Employment: _____

Position Held	Duration by Date

5. Similar Project/Contract Experience:

5.1 Project Title: _____
 Project Description: _____

Value of Project: \$ _____

Start and Completion Dates: _____

Key Person's Role on the Project: _____

Owner Contact Person: _____

Telephone #: _____

Owner (Organization/Company Name): _____

5.2 Project Title:

Project Description: _____

Value of Project: \$

Start and Completion Dates:

Key Person's Role on the Project:

Owner Contact Person:

Telephone #:

Owner (Organization/Company Name):

6. Achievements/Other Notations/Remarks (Not Required):

NOTE: ATTACH ADDITIONAL SHEETS AS NECESSARY. NOTE ANY ATTACHED SHEETS IN REMARKS ABOVE

APPENDIX M TO SOLICITATION OR CONTRACT

PRINCE GEORGE'S COMMUNITY COLLEGE MINORITY BUSINESS ENTERPRISE PARTICIPATION

I. PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract or Solicitation to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

II. MBE Goals and Sub Goals

An MBE subcontract participation goal **percent** of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this percentage of the total dollar amount of the contract will be performed by minority business enterprises.

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by minority business enterprises as specified. An **MBE prime contractor** — may accomplish 100% the required MBE goal. A prime contractor utilizing MBE partner(s) will accomplish the MBE subcontract goal with preferably certified and local (Prince George's County) MBE subcontractors.

III. TECHNICAL PROPOSAL REQUIREMENTS

A bidder or offeror **must** include with its TECHNICAL PROPOSAL:

1. A completed **MBE Utilization Affidavit (see Appendix A)** whereby the bidder or offeror acknowledges the MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

2. MBE Participation Schedule (see Appendix B) whereby the Proposer/Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror shall specify the percentage of the contract value or dollar amount and the items of work associated with each MBE. subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit the MBE Utilization Affidavit with the bid or 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.

IV. NOTICE OF CONTRACT AWARD: Within 10 working days (unless modified by the

College) from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) **Outreach Efforts Compliance Statement** (Attachment M-C)

(2) **Subcontractor Project Participation Statement** (Attachment M-D)

(3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with the provisions in this solicitation.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

V. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly (unless otherwise modified by the Procurement Officer) to the Procurement Officer, hereafter referred to as “Department” or the College’s third party designee a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.

2. Include in its agreements with its MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days (unless otherwise modified by the Procurement Officer), as well as any outstanding invoices, and the amount of those invoices.

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer or designee on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the College’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

5. At the option of the College, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Note:

A. MBE Utilization Affidavit (must be submitted with Technical Proposal)

B. MBE Participation Schedule (must be submitted with the Technical Proposal)

C. Outreach Efforts Compliance Statement, M-C (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier), unless modified by the College, at a later date.

D. Subcontractor Project Participation Statement, M-D (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier) , unless modified by the College, at a later date.

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 ___percent 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 an 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 (M-C Form)
- (b) Subcontractor Project Participation Certification (M-D Form)
- (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 Price Proposal)

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

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

USE THE ATTACHED CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ % \$ _____

TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL ASIAN-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL HISPANIC-AMERICAN MBE PARTICIPATION: _____ % \$ _____

TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ % \$ _____

TOTAL OTHER MBE PARTICIPATION: _____ % \$ _____

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

MBE Participation Schedule, continued

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

NOTE: MBE FORMS M-C, AND M-D ARE TO BE
SUBMITTED ONLY IF THE FIRM PROGRESSES IN THE
PROCUREMENT PROCESS AS IS APPLICABLE.

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

Form M-C

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier, unless modified by the College, at a later date.

In conjunction with the bid/proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. **Please Check One:**

- This project does not involve bonding requirements.
 Bidder/Offeror assisted MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
 No pre-bid/pre-proposal meeting/conference was held.
 Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

M- D

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

Please complete and submit **one form for each MBE listed on Attachment B** within 10 working days of notification of apparent award, unless modified by the College, at a later date.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Description of MBE's Work to Be Performed	
Percentage of Total Contract	
Type of Bonds Required of MBE, if any and amounts:	

Provided that _____ (*Prime Contractor Name*) is awarded the contract in conjunction with Solicitation described above _____, it and _____ (*Subcontractor Name*) intend to enter into a contract by which Subcontractor shall provide the services described above.

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the College's Minority Business Enterprise requirements, which provides that, except as otherwise provided or modified by the College, a contractor may not identify a minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the minority business enterprise to identify the minority business enterprise in its bid or proposal;
- (2) fail to notify the minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the minority business enterprise in the performance of the contract; or
- (4) pay the minority business enterprise solely for the use of its name in the bid or proposal.

Both parties signing below understand that failure to comply with the requirements of the College may result in both parties being assessed liquidated damages as stated in the Contract issued with the solicitation. Both parties affirm that this is a contractual requirement for both the Prime Contractor and the MBE Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

**FORMS E AND F THAT FOLLOW ARE TO BE USED
TO REPORT PAYMENTS/NON-PAYMENTS**

MBE M-E (Sample)
Minority Business Enterprise Participation
Prime Contractor Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month, or as requested by the College.	Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
<ol style="list-style-type: none"> 1. 2. 3. 			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.
Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact person: _____
 Dept: _____
 Address: _____

 E-mail: _____

Signature: _____
 Date: _____

**MBE M-F (Sample)
 Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report**

<p>Report#: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Report is due by the 15th of the following month, or as requested by the College.</p>	<p>Contracting Unit: _____</p> <p>Contract/PO Amount: _____</p> <p>MBE Subcontract Amount: _____</p> <p>Project Begin Date: _____</p> <p>Project End Date: _____</p> <p>Services Provided: _____</p>
--	--

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <p>1. 2. 3.</p> <p>Total Dollars Paid: \$ _____</p>		<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1. 2. 3.</p> <p>Total Dollars Unpaid: \$ _____</p>
Prime Contractor:		Contact Person:

Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):

Contact Person: _____
Dept.: _____
Address: _____

E-mail: _____

Signature: _____ Date _____

PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE PARTICIPATION ADDITIONAL PROVISIONS

MBE 1. Noncompliance. If the college determines that the apparent successful bidder/contractor has not complied with the certified MBE subcontract participation contract goal, and has not obtained a waiver in accordance with MBE 2, or if the bidder/contractor fails to submit the documentation required by the solicitation, the College, may reject the bid or offer or cancel the award of the contract. The reasons for this action shall be specified in writing and mailed or delivered to the bidder.

MBE 2. Waiver.

MBE 2.1. If, for any reason, the apparent successful bidder/contractor is unable to achieve the contract goal for MBE participation, the bidder may request, in writing, an exception to the goal with justification to include the following:

- (a) A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goal;
- (b) A detailed statement of the efforts made to contact and negotiate with certified MBEs, including:
 - (1) The names, addresses, dates and telephone numbers of MBEs contacted, and;
 - (2) A description of the information provided to MBEs regarding the specifications, and anticipated time schedule for portions of the work to be performed;
- (c) As to each MBE that had placed a subcontract quotation or offer which the successful bidder/contractor considers not to be acceptable, a detailed statement of the reasons for this conclusion; and
- (d) A list of minority subcontractors found to be unavailable. This list may include a statement from the apparent successful bidder/contractor that the minority business refused to give the required documentation, or documentation proving reasonable outreach and verification from the MBEs.

MBE 2.2. A waiver of a MBE contract goal may be granted only upon a reasonable demonstration by the bidder that MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the College determines that the public interest is served by a waiver. In making a determination under this section, the College may consider engineering estimates, catalogue prices, general market availability, and availability of MBEs in the area work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the college and any other relevant factor.

MBE 2.3. The College may waive any of these provisions for a sole source, expedited or emergency procurement in which the public interest cannot reasonably accommodate use of these procedures.

MBE 3. Amendment for Unforeseen Circumstances. If at any time before execution of a contract, the apparent successful bidder/contractor determines that a MBE listed on the schedule for participation has become or will become unavailable, then the apparent successful bidder/contractor shall immediately notify the Procurement Officer. Any desired change in the schedule for participation shall be approved in advance by the Procurement Officer and shall indicate the Contractor's efforts to substitute another MBE subcontractor to perform the work. Desired changes occurring after the date of Contract execution may occur only upon written approval by the Procurement Officer and subsequently by Contract amendment.

MBE 4. Compliance.

MBE 4.1. To assure compliance with certified MBE subcontract requirements, the college may require the Contractor to furnish documentation that include but not limited to; forms M-E and M-F, and;

- (a) Copies of purchase orders, subcontracts, cancelled checks, and other records that may indicate the number, names, dollar value of MBE subcontracts, dates, and schedule time for performance of work by an MBE subcontractor; and
- (b) Entry for an on-site verification inspection.

The College reserves the right to modify change the format of these forms or the format in which MBE reporting shall be provided to the College during the duration of the Contract.

MBE 4.2. Upon determining the Contractor's non-compliance, the college shall notify the Contractor in writing of its findings and shall specify what corrective actions are required. The Contractor shall be required to initiate the corrective actions within 10 days and complete them within the time specified by the college.

MBE 4.3. If the college determines that substantial non-compliance with MBE subcontract provisions exists and that the Contractor refuses or fails to take the corrective action required by the college, then the following sanctions may be invoked:

- (a) Termination of the Contract in whole or in part for cause;

- (b) *Liquidated damages;
- (c) Initiation of any other specific remedy identified by Contract; or
- (d) The college may use any other compliance mechanism authorized by Contract or by law.

MBE 4.4 Liquidated Damages.

Liquidated damages may include but are not limited to:

- 1) a per-day penalty in an amount determined by the College for failing to provide reports in full compliance with the College's MBE provisions;
- 2) a per-subcontract penalty for every subcontract that does not require subcontractors to submit payment reports per the College's MBE provisions;
- 3) a penalty for terminating, canceling, or changing the scope of work or value of a contract with an MBE subcontractor and/or amending the MBE participation schedule in an amount that equals the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract; and
- 4) a penalty for failure to meet the Contractor's total MBE participation goal and subgoal commitments in an amount equal to the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

MBE 4.5 Other Provisions

The College at its sole discretion may change and modify any MBE provisions or requirements at any given time during the life of a contract. Written notification will be provided to the Contractor of any MBE provision changes.

END OF APPENDIX M