OFFICE OF PROCUREMENT AND CONTRACTING
REQUEST FOR PROPOSAL #16-03
“QUEEN ANNE ACADEMIC CENTER RENOVATION AND ADDITION”
PART A: CONTRACTOR QUALIFICATION

ISSUE DATE: August 10, 2015
PRE-BID CONFERENCE: DATE: August 17, 2015 TIME: 10:00 A.M.
Prince George's Community College
301 Kent Hall, RM. 262
Largo, MD 20774

BID DUE DATE: DATE: September 4, 2015 TIME: 10:00 a.m.
Prince George’s Community College
Office of Procurement and Contracting
301 Largo Road
Kent Hall, RM. 264
Largo, Maryland 20774

PROCUREMENT / ISSUING
OFFICE: Prince George's Community College
Office of Procurement and Contracting
301 Largo Road
Kent Hall, RM. 264
Largo, Maryland 20774

PROCUREMENT BUYER: Annmarie R. McQueen, mcqueear@pgcc.edu
Senior Buyer

DEADLINE FOR QUESTIONS: August 19, 2015 @ 12:00 p.m.
RESPONSE DATE August 26, 2015 BY CLOSE OF BUSINESS
FOR QUESTIONS:

NOTE: ALL ADDENDA CAN BE ACCESSED AT:
http://www.pgcc.edu/About_PGCC/Procurement/Request_for_Bids.aspx and
https://emaryland.buy-speed.com/bso

For inquiries contact: mcqueear@pgcc.edu

** **BIDS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE, NO LATER
THAN THE ANNOUNCED DATE AND TIME OF CLOSING. BIDS SENT BY FACSIMILE WILL NOT BE
ACCEPTED.***
TABLE OF CONTENTS, Part A

PROPOSAL REQUIREMENTS

Request for Proposals, Part A
Instructions to Contractors, Part A
Supplementary Instructions to Contractors, Part A
Required Submissions, Part A
Bid Proposal Affidavit
Contract Affidavit
Conflict of Interest Affidavit and Disclosure
PGCC Instructions to Bidders
PGCC Mandatory Construction Contract Clauses
Minority Business Enterprise Participation Form
Reference Sheet

APPENDIX
A – Prevailing Wage Rates
B - PGCC College Campus Map

END OF TABLE OF CONTENTS
Prince Georges Community College

REQUEST FOR PROPOSAL #16-03
Queen Anne Fine Arts Renovation and
Addition
PART A: CONTRACTOR QUALIFICATION

Prince Georges Community College is pleased to publish the Request for Proposal for the Queen Anne Fine Arts Center Renovation and Addition – Part A: Contractor Qualification, Largo Campus.

The Queen Anne Fine Arts Center Renovation and Addition project will renovate 33,455 GSF and construct a 136,545 GSF addition providing an aggregate 170,000 GSF building. The project will correct demonstrated space and facility issues by adding needed classroom, lab, office, study, tutoring, and support spaces. The Queen Anne Academic Center will also correct programmatic and technology issues caused by insufficient performing and instructional spaces, flexible conference/meeting spaces, and student study and tutoring spaces. The renovation and expansion of the Queen Anne building will create a premier performance venue and educational facility located at the center of Prince George’s Community College, Largo campus.

Distribution of new site utilities and project site work are significant project features. The project is designed and must be constructed to achieve LEED Silver certification from the US Green Building Council.

This Request for Proposal includes a two part process. In Part A, Contractor Qualification proposals will be evaluated by a College Evaluation Committee according to criteria published in the Request for Proposal. Upon completion of the evaluation process, in Part B up to the six highest scoring Contractors will be asked to participate for an interview. Contractors in Part B will also submit subcontractor information and a price proposal for the project. Of the Contractors invited to participate in Part B, the Contractor achieving the highest combined score of Part A and Part B will be recommended for contract award.

Part A: Contractor Qualification Proposals must either be mailed or hand delivered to the Procurement Office (Kent Hall 264) of Prince George’s Community College at 301 Largo Road, Largo, Maryland 20774 by or before the date and time defined below. All required submissions must accompany each proposal. Proposals will not be accepted if sent by facsimile or electronic mail or if received after the opening time and date specified.

PART A: CONTRACTOR QUALIFICATION PROPOSALS WILL BE ACCEPTED UNTIL THE CLOSING TIME OF 10:00 AM LOCAL TIME ON SEPTEMBER 4, 2015. PROPOSALS WILL NOT BE ACCEPTED AFTER 10:00 AM ON SEPTEMBER 4, 2015.

The Part A: Contractor Qualification proposal documents include the Request for Proposal, Part A; Instructions to Contractors, Part A; Supplementary Instructions to Contractors, Part A; Required Submissions, Part A; Bid Proposal Affidavit; Conflict of Interest Affidavit and Disclosure; Minority Business Enterprise Participation Form; Instructions to Bidders; Mandatory Construction Contract Clauses; Queen Anne Contractors Prequalification Drawings; Queen Anne Contractors Prequalification Manual Part A and attachments thereto; and any Addenda issued.

The Part B: Instructions to Contractors, Part B; Supplementary Instructions to Contractors, Part B; Required Submissions, Part B; Price Proposal Form, , Part B; Form of Contract; Bid Bond; Payment, Performance, General Conditions; Exclusions and Changes to General Conditions; Minority Business Enterprise Utilization Affidavit and Participation Schedule; State Procurement Regulations; Technical Specifications and Drawings. Reference documents are subject to change up until the time published as RFP Part B documents for Contractors selected to advance to the Part B process.
Complete Part A: Queen Anne Drawings and Project Manual may be obtained by downloading electronic (PDF) files from the College's Procurement website www.pgcc.edu at no charge.

A Pre-Proposal Conference will be held on August 17, 2015 at 10:00 AM in Room 264 in Kent Hall, Largo Campus, 301 Largo Rd, MD 20774. A site inspection opportunity will be provided following the Pre-Proposal Conference. Attendance by Contractors is strongly encouraged. Additional guided site walks may not be offered beyond the Pre-Proposal Conference being held August 17th.

All procurement questions shall be directed, in writing, no later than 12:00 PM August 19, 2015, to Annmarie McQueen, Senior Buyer, Office of Procurement and Contracting, Prince Georges Community College, E-mail: mcquecar@pgcc.edu. Only answers provided via a written addendum issued by the College will be binding.

STATE OF MARYLAND PREVAILING WAGE RATES REQUIREMENTS AND REPORTING PROCEDURES, STATE APPRENTICESHIP AND TRAINING FUND LAW WILL APPLY TO THIS PROJECT.

LOCAL AND MINORITY VENDORS ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

NO ALLOWANCES SHALL BE MADE TO THE SUCCESSFUL CONTRACTOR, AT A LATER DATE, FOR ADDITIONAL WORK REQUIRED BECAUSE OF CONTRACTOR'S FAILURE TO INSPECT THE PROJECT SITE COMPLETE. NO PROPOSAL WILL BE ACCEPTED AFTER THE DATE AND TIME STATED ABOVE. IMPORTANT: YOUR PROPOSAL WILL BE JEOPARDIZED IF ANY PORTION OF THIS INQUIRY IS NOT COMPLETE.

Note: The College encourages all qualified contractors not only to submit on this Queen Anne Academic Center Renovation and Addition RFP, but also upcoming projects (Lanham Hall Renovation and Addition and New Culinary Arts Center). The evaluation committee will look at each project individually; however, in general submissions on multiple projects will be looked upon favorably. There are no preclusions preventing a contractor to win multiple projects.

LaTonya T. Holland
Interim Director of Procurement
INSTRUCTIONS TO CONTRACTORS, PART A
Queen Anne Academic Center Renovation and Addition

PART 1 – PROPOSAL AND AWARD SCHEDULE

1.1 It is the College’s intent to administer a two-part Request for Proposal process for this project according to the schedule dates outlined below. The College reserves the right to alter schedule dates as may be determined necessary in the College’s best interests.

1.2 **Part A: Contractor Qualification, Interviews**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 10, 2015</td>
<td>Request for Proposal, Part A: Contractor Qualification released</td>
</tr>
<tr>
<td>August 17, 2015</td>
<td>Pre-Proposal Conference</td>
</tr>
<tr>
<td>August 19, 2015</td>
<td>Last Requests for Information due</td>
</tr>
<tr>
<td>August 26, 2015</td>
<td>PGCC Responses to Request for Information</td>
</tr>
<tr>
<td><strong>September 4, 2015</strong></td>
<td><strong>Qualification Proposals due by 10:00 PM</strong></td>
</tr>
<tr>
<td>September 7, 2015 - September 11, 2015</td>
<td>Evaluation of Contractor Qualification Proposals</td>
</tr>
<tr>
<td>September 21, 2015</td>
<td>Notice given to all responsive Contractors about their Qualification Evaluation results.</td>
</tr>
</tbody>
</table>

1.3 **Part B: Subcontractor Information and Price Proposal (Dates below subject to change)**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 5, 2015</td>
<td>Request for Proposal, Part B available to Selected Contractors</td>
</tr>
<tr>
<td>October 12, 2015</td>
<td>Queen Anne Open for Field Verification and Inspections</td>
</tr>
<tr>
<td>October 16, 2015</td>
<td>Last Requests for Information due from Selected Contractors</td>
</tr>
<tr>
<td>October 23, 2015</td>
<td>PGCC Responses to Request for Information</td>
</tr>
<tr>
<td>November 4 &amp; 5, 2015</td>
<td>Contractor Interviews &amp; Subcontractor Information (Selected Contractors Only)</td>
</tr>
<tr>
<td>November 5, 2015</td>
<td>Price Proposals due from Selected Contractors by 10:00 PM</td>
</tr>
<tr>
<td>November 12, 2015</td>
<td>Award recommendation to the College Board of Trustees.</td>
</tr>
<tr>
<td>December 2, 2015</td>
<td>Award approved by the Board of Public Works/DGS.</td>
</tr>
</tbody>
</table>
1.4 It is the College's intent to seek approval of award of this contract to the Evaluation Committee’s recommended Contractor at the November 2015 meeting of the College Board of Trustees, and subject to approval by the Board of Trustees; to seek concurring approval of contract award from the State of Maryland in December 2015.

Notwithstanding these expectations, the College may require additional time to administer the contract award or other processes; therefore, prices must remain firm for one hundred and twenty (120) days from the proposal due date. Any anticipated Contract Award date, Notice to Proceed date or other project scheduling expectations may be adjusted in concert with this provision. It is the Contractor’s sole responsibility to ensure that the proposal response accommodates this requirement.

PART 2 - PRE-PROPOSAL CONFERENCE

2.1 A Pre-Proposal Conference will be held on August 17, 2015 at 10:00 AM in Kent Hall 262 of the Largo campus, 301 Largo Road Largo, MD 20774. A site inspection opportunity will be provided following the Pre-Proposal Conference. Attendance by Contractors is strongly encouraged.

PART 3 - PROPOSAL DOCUMENTS

3.1 The Part A: Contractor Qualification proposal documents include the Request for Proposal, Part A; Instructions to Contractors, Part A; Supplementary Instructions to Contractors, Part A; Required Submissions, Part A; Bid Proposal Affidavit; Contract Affidavit; Conflict of Interest Affidavit and Disclosure; Minority Business Enterprise Participation Form; Instructions to Bidders; Mandatory Construction Contract Clauses; Queen Anne Contractors Prequalification Drawings; Queen Anne Contractors Prequalification Manual Part A and attachments thereto; and any Addenda issued.

3.2 Proposal reference documents include Request for Proposal, Part B; Instructions to Contractors, Part B; Supplementary Instructions to Contractors, Part B; Required Submissions, Part B; Price Proposal Form, , Part B; Form of Contract; Bid Bond; Payment, Performance, General Conditions; Exclusions and Changes to General Conditions; Minority Business Enterprise Utilization Affidavit and Participation Schedule; State Procurement Regulations; Technical Specifications and Drawings. Reference documents are subject to change up until the time published as contract documents for Contractors selected to advance to Part B of the process.
3.2 Complete Part A: Queen Anne Drawings and Project Manual may be obtained by downloading electronic (PDF) files from the College's Procurement website www.pgcc.edu at no charge.

3.3 Prince George's Community College is not responsible for content of and/or information obtained from sources not listed in the Request for Proposal. Only information obtained from the College Procurement Office, on its website, or from sources listed in the Request for Proposal should be considered reliable. It is the Contractor's sole responsibility to assure that accurate information has been used in preparation of the proposal response.

3.4 Proposal submission shall serve as verification that, at the time of receipt of the proposal, the Contractor has inspected, has read and is thoroughly familiar with the Contractor Qualification proposal documents (including all Addenda); has examined and finds the Specifications and the Drawings adequate information on which to base the proposal response. Failure or omission of a Contractor to inspect the site or to examine any form, instrument or document shall in no way relieve a Contractor from obligations with respect to the proposal.

PART 4 - SITE EXAMINATION

4.1 Contractors are advised to examine and investigate existing site conditions prior to submitting a proposal.

A site inspection opportunity will be provided immediately following the Pre-Proposal Conference on August 17th. Contractors selected to advance to Part B will be required to examine and investigate existing site conditions in a follow-up site visit prior to submitting a price bid.

4.2 Data in the Contractor Qualification Proposal Documents pertaining to existing conditions is for convenience only and does not supplant obtaining first-hand information at the site.

4.3 Proposal submission shall serve as verification that, at the time of receipt of the proposal, the Contractor has inspected and is thoroughly familiar with the site and has found adequate information on which to base the proposal response. Failure or omission of a Contractor to inspect the site or to examine any form, instrument or document shall in no way relieve a Contractor from obligations with respect to the proposal.
PART 5 - INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

5.1 The Contractor Qualification proposal documents should be examined carefully. Should any Contractor find discrepancies or omissions in these documents, or be in doubt as to the meaning of any item(s), a written request for clarification should be submitted to:

Anmarie McQueen, Senior Buyer  
Phone: 301-546-0644  
Email: mcqueear@pgcc.edu

5.2 Contractors shall be responsible for reviewing and coordinating the submission of clarifications requested by Subcontractors or Vendors. Clarification requests made directly by Subcontractors or Vendors will not be accepted by the College.

5.3 Contractors shall not communicate directly with the Architect/Engineer or any of the Architect/Engineer's consultants.

5.4 No interpretation of the meaning of Contractor Qualification proposal documents will be made to any Contractor orally as oral instruments do not form a part of the Contractor Qualification proposal documents.

5.5 REQUESTS FOR CLARIFICATIONS FROM CONTRACTORS MUST BE SUBMITTED IN WRITING NO LATER THAN 12:00 PM ON AUGUST 19, 2015.

5.6 The College will review the written requests for clarification, and any interpretations and supplemental instructions will be provided in the form of written Addenda to the proposal documents which, if issued, may be obtained by downloading the file from the procurement website http://www.pgcc.edu at no charge.

All Addenda shall become part of the proposal documents.

It is the Contractor’s sole responsibility to ensure receipt of all Addenda. The Contractor shall check the College’s website for all posted Addenda prior to submitting a proposal. Failure of any Contractor to receive any such Addenda shall not relieve such Contractor from any obligation with respect to the proposal.
PART 6 - PREPARATION AND SUBMITTAL OF PROPOSALS

6.1 One original and four copies of the proposal materials are required. The cover page of each copy of the proposal should be clearly marked “Original” or “Copy” accordingly.

6.2 Proposals submitted must include the Proposal Form and all the attachments or statements requested in the proposal documents.

6.3 Proposals shall be typewritten, printed or clearly written in ink, and organized behind tabs that correspond with each required section.

6.4 Proposals shall be signed in longhand below the typed name of the person authorized to bind the Contractor to a contract.

When Contractor is a corporation, the proposal must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of a person authorized to bind the corporation to a contract.

Any erasures on or changes to the forms must be initialed by the person signing the proposal.

6.5 Each proposal must be submitted in a sealed envelope or box. Contractors must duplicate and paste the following proposal submission label on the outside of the sealed envelope or box. It is mandatory that the proposal submission label is used. Failure to do so may cause the proposal to be rejected.

QUALIFICATION PROPOSAL SUBMISSION LABEL

RFP No.: 16-03, Part A: Contractor Qualification Proposal
Due Date: by September 4, 2015
Proposal Due Time: 10:00 AM
Contractor’s Name: ____________________________________________
Contractor’s Address: __________________________________________

Project Title: Queen Anne Academic Center Renovation and Addition

6.6 Any proposal received after the time and date specified, or at a different location than specified above, will not be opened or given any consideration. Note: If proposals are mailed directly to the College allow significant time from proposals to be delivered to Procurement. There could be a delay from the mail room to the Procurement office so contractors are encouraged to hand deliver proposals if possible.

PART 7 - ERRORS IN PROPOSALS

7.1 The College assumes that Contractors are fully informed regarding conditions and requirements of the project site and the proposal documents prior to submitting proposals. Contractors are responsible for seeking proper information and making the necessary investigations. Failure to do so is at the Contractor’s sole risk.

Proposals may be withdrawn without penalty prior to proposal receipt due date and time. Errors discovered after proposal receipt due date and time may not be corrected.

INSTRUCTIONS TO CONTRACTORS, PART A
PART 8 - DELAYED OPENING

8.1 If the College is closed for any reason on the day proposals are due, the proposal shall be submitted on the next business day the College is open, at the same stated submission time, unless other direction is provided.

PART 9 - EVALUATION OF PROPOSALS, PART A

9.1 Part A Contractor Qualification proposals will be evaluated by a College Evaluation Committee (40% of total score) on a point system, based on the substantiated ability of the Contractor to perform the required construction services described in the Part A: Contractor Qualification proposal documents and the Contractor’s responsiveness to the following key areas of inquiry:

A. Professional Qualifications  
B. Relevant Project Experience  
C. USGBC LEED Project Experience  
D. Professional Qualifications and Technical Competence of Proposed Project Team  
E. Proposed Project Schedule Outline  
F. Quality Control Program  
G. Administrative Process Methodology  
H. Required Proposal Documents, as listed under the Required Submissions Checklist

9.2 At the College’s election, up to six highest scoring contractors will be asked to submit subcontractor information and a price proposal.
PART 10 - EVALUATION OF PROPOSALS, PART B

10.1 In Part B, Selected Contractors will be notified and invited to attend an interview, submit Key Subcontractor Information and a Price Proposal.

10.2 Contractor Interviews and Subcontractor Information (25% of total score). Interviews will be conducted by the College Evaluation Committee. Through the interview, the College expects to learn more about the relevance of the Contractor’s and its team members’ past project experience with respect to the Queen Anne Academic Center Renovation and Addition project. More details of the interview will be provide to the selected contractors.

10.3 Price Proposal (35% of total score)

The Contractor’s Price Proposal with the lowest responsive and responsible Base Bid Price will be awarded the highest point score.
PART 11 - AWARD CONSIDERATIONS

11.1 The Contractor achieving the highest combined score of Part A and Part B will be recommended for contract award to the College’s Board of Trustees and; contingent on Board of Trustee’s approval, the contract award recommendation will be referred to the State of Maryland for approval.

11.2 The College reserves the following rights to be exercised at the College's sole discretion:

A. To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Proposals.

B. To make such investigation as deemed necessary to determine the qualifications of the Contractor and to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the College all such information and data as the College may request. The College reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the College that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

C. Conditional proposals will not be accepted.

D. To consider informal, any proposal not prepared or submitted in accordance with the provisions hereof. The College may at its sole discretion waive any informality. A waiver of any provision of the Contractor Qualification proposal documents shall not constitute a waiver of any subsequent breach.

END OF INSTRUCTIONS TO CONTRACTORS, PART A
PART 1 – PART A, CONTRACTOR QUALIFICATION EVALUATION MATERIALS

1.1 With the Part A response, Contractors shall submit for evaluation:

A. Professional Qualifications
   1. Contractor's Qualification Statement should address ALL questions as listed in the A305 Contractor’s Qualification Statement. Contractors may either use an actual A305 form or present the same information in their own format which should be easy to read, and is preferred by the College.
   2. A letter from an approved company indicating the Contractor’s capability to furnish adequate bid, performance, and labor and material payment bonding capacity.
   3. A copy of current Maryland Contractor’s license.

B. Relevant Project Experience
   1. Submit a minimum of five (5) project references and maximum of (15) documenting successful completion of projects of similar size, scope and complexity, within the last five years.

   Construction cost value for at least three (3) of the project references must be greater than fifty million dollars ($50,000,000).

   Include:
   • A description listing project’s size, relevant features, construction cost (including general conditions, OH&P), change order value (specifically categorizing Owner, Unforeseen, A/E Errors and Omissions, and Contractor Change Orders), anticipated schedule, actual schedule, list of key subcontractors and an Owner’s reference contact person’s name and current telephone number.
   • A brief explanation of features that are similar, comparable or otherwise relevant to those included in the Queen Anne Academic Center Renovation and Addition project, if applicable.
   • LEED certification level achieved (or anticipated if USGBC review status is still pending), if applicable.
   • Photos are encouraged
   • Additional information is welcomed (there are no page restrictions)

Bonus points will be awarded for:
• Experience on projects of similar size, scope and complexity.
• Experience on projects with features comparable to those included in the Queen Anne Academic Center Renovation and Addition.
• Experience on projects for academic institutions.
• Experience on projects with comparable project site constraints.
C. US Green Building Council, Leadership in Energy and Environmental Design (LEED) Project Experience
Submit a minimum of five (5) and maximum of fifteen (15) project references documenting successful completion of LEED certified projects within the last five years.

Contractors may point to project references provided for Item B Relevant Project Experience, to satisfy this requirement. Information provided at Item B need not be duplicated.

For all other LEED certified project references:

Include:
• A brief description listing project’s size, relevant features, construction cost (including general conditions, OH&P), change order value (excluding or annotating Owner directed scope changes), anticipated schedule, actual schedule, list of key subcontractors and an Owner’s reference contact person’s name and current telephone number.
• A brief explanation of sustainable design features that are similar, comparable or otherwise relevant to those included in the Queen Anne Academic Center Renovation, if applicable.
• A brief explanation of enhanced commissioning services provided, if applicable.
• LEED certification level achieved (or anticipated if USGBC review status is still pending).

Bonus points will be awarded for:
• Experience with LEED certified projects of similar size, scope and complexity.
• Experience on projects with sustainable design features comparable to those included in the Queen Anne Academic Center Renovation.
• Experience on projects with enhanced commissioning requirements.
• Experience with LEED Silver or higher.

D. Professional qualifications and technical competence of Proposed Project Team
1. Submit resumes and/or other relevant materials demonstrating the qualifications and technical competence of proposed project team members including, at a minimum:
   • Project Executive
   • Senior Project Manager
   • Assistant Project Manager/Engineer
   • Quality Control Manager
   • Senior Superintendent

2. Submit a one page organizational chart outlining the Proposed Project Team.
   • Indicate expected percentage (or range) of time each team member will devote to the project on the organizational chart.
3. Submit a chart, or use the organizational chart required at D.1, to explain the allocation of project management responsibilities among the Proposed Project Team members.

4. Submit a chart demonstrating:
   - The extent to which team members have worked with one another previously.
   - The extent to which team members’ work experience includes participation on reference projects submitted under Items B or C, and in what role.
   - The extent to which team members have worked on LEED certified projects.
   - The extent to which team members have worked on projects with enhanced commissioning requirements.

   Bonus points will be awarded for team members’:
   - Experience working on projects of similar size, scope and complexity.
   - Experience working together with other proposed team members.
   - Experience working on comparable projects for academic institutions.
   - Experience working on projects with enhanced commissioning requirements.
   - Experience working on LEED Silver certified projects.

E. Proposed Project Schedule Outline
1. Submit a proposed project schedule outline, 50-100 lines, indicating anticipated overall project duration from issuance of Notice to Proceed through Occupancy and Final Completion.

2. Indicate:
   - critical path logic
   - key milestones
   - key activities for key principal subcontractors
   - commissioning activities
   - regulatory review and approval requirements

F. Quality Control program
1. Submit a statement outlining the process by which you will assure compliance with the contract documents. In the statement, indicate:
   - How you catalogue and correct construction deficiencies
   - Special areas of concern you feel may merit additional monitoring during construction and how you plan to provide for those special needs.
G. Administrative Process methodology

1. Submit a statement on your standard administrative processes.

   Indicate your preferred mechanics for:
   • preparing schedules and schedule updates,
   • managing and monitoring submittals,
   • preparing coordination drawings,
   • managing and monitoring requests for information,
   • maintaining accurate records on-site,
   • documenting and correcting construction deficiencies,
   • documenting change events,
   • preparing applications for payments and change orders,
   • preparing punchlists and monitoring punchlist completion,
   • compiling project closeout materials

2. Describe the extent to which you use a web-based management system, listing the project tasks your web-based management system supports.

3. Indicate which system you use, and; if necessary, indicate whether and how training for other team members would be accomplished.

4. Indicate the web-based management system utilization and/or interaction level by Owner and A/E anticipated.

   Bonus points will be awarded for:
   • Effective utilization of a web-based management system.
   • Effective utilization of a web-based collaborative management system.

PART 2 – PREVAILING WAGE RATES

2.1 Contractors selected to participate in Part B of the proposal process are advised that prevailing Wage Rates prescribed by the Maryland Department of Labor, Licensing and Regulation (DLLR) will apply to this project. The project specific wage rate instructions are enclosed with this section of the contract documents.

PART 3 – MINORITY PARTICIPATION

3.1 It is the policy of Prince Georges Community College to encourage minority businesses to provide goods and services for the performance of College functions. Minority businesses include non-profit entities organized to promote the interests of handicapped persons, and firms that are 51% owned and controlled by a member(s) of socially or economically disadvantaged minority group, which includes: African American, American Indian/Native American, Asian, Hispanic, women, and physically or mentally disabled.

SUPPLEMENTARY INSTRUCTIONS, PART A
3.2 The Contractor must submit the College’s Minority Business Enterprise Participation Form, included in the proposal documents, as a part of their Qualification Proposal.

3.3 The Contractor is required to demonstrate that, at a minimum, 25% of the subcontractors and/or vendors anticipated to be retained for the College’s project are minority firms. If any changes need to be made to replace a previously approved minority subcontractor, a written request must be submitted by the Contractor and granted approval by the College’s Director of Procurement and Contracting prior to the work performed/materials received by the new subcontractor.

3.4 Contractors are advised that following contract award, within three business days of request by the College, the Contractor shall provide a list indicating minority subcontractor and/or vendor participation anticipated for the project. The Contractor shall provide the College with routine updates should any changes in subcontractor or vendor status occur during the contract term.

PART 4 - BONDS

4.1 Contractors selected to participate in Part B of the RFP process will be required to furnish a Bid Bond and Letter of Intent from Bonding Company as required below.

4.2 Each Part B proposal must be accompanied by an original and two copies of a Bid Bond from a surety company authorized to do business in the State of Maryland, acceptable to the College, made payable without condition to the College, for not less than 5% of the amount of the Base Bid, or a cashier's check in the amount of not less than 5% of the Base Bid amount.

4.3 Each Part B proposal must be accompanied by a project specific letter from the Contractor's bonding company by which letter it guarantees that it will furnish the required 100% performance and labor and material payment bonds if the Contractor is recommended for contract award.

4.4 Contractors are advised that project requirements include that, prior to the execution of the contract, the Contractor shall deliver to the College a performance bond, properly executed on the Prince Georges College Standard Performance Bond, a copy of which will be enclosed in Part B of this RFP, and a Payment Bond executed on AIA Document A312-2010, for 100% of the amount of the Contract.

4.5 Contractors are advised that attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

PART 5 - INSURANCE

5.1 Contractors are advised that before starting any work, the successful Contractor must provide sufficient evidence of insurance showing adequate coverage as defined in the proposal documents.

PART 6 - FORM OF CONTRACT

6.1 Contractors are advised that the agreement between the successful Contractor and the College shall be executed on the Form of Contract by the College, a copy of which will be enclosed in Part B of this RFP, the Contractor Qualification proposal reference documents.

SUPPLEMENTARY INSTRUCTIONS, PART A
6.2 Any exceptions to the FORM OF CONTRACT are requested to be included with the Contractor's Qualifications proposal to initiate further consideration by the College. An exception to the FORM OF CONTRACT by the Contractor is considered by the College to be a request for information.

6.3 The College makes no implicit or explicit statement as to any willingness to deviate from the FORM OF CONTRACT included in the Contractor Qualification proposal documents.

6.4 Selected Contractors will have an additional opportunity to submit requests for exceptions to the FORM OF CONTRACT under Part B of the Proposal process.

END OF SUPPLEMENTARY INSTRUCTIONS, PART A

SUPPLEMENTARY INSTRUCTIONS, PART A
REQUIRED SUBMISSIONS CHECKLIST, PART A
Queen Anne Academic Center Renovation

TO: PROSPECTIVE CONTRACTORS

FROM: PROCUREMENT OFFICE
PRINCE GEORGE’S COMMUNITY COLLEGE

Proposals (one original and four copies, marked “original” or “copy” accordingly, including all attachments) shall be submitted on the enclosed Proposal Form, properly signed with the required attachments, if any, in sealed envelopes or boxes and addressed to:

Office of Procurement & Contracting
Prince George’s Community College
301 Largo Road, Kent Hall 262
Largo, MD 20774

Any reasonably sized envelope or box may be used. All submissions must be marked and labeled.

PART 1 - ITEMS REQUIRED FOR ALL PROPOSAL SUBMISSIONS:

1. Technical Proposal Form

2. Contractor Qualification Evaluation Materials
   A. Professional Qualification documentation
   B. Relevant Project Experience documentation
   C. LEED Project Experience documentation
   D. Documentation pertaining to professional qualifications and technical competence of Proposed Project Team
   E. Proposed Project Schedule outline
   F. Quality Control Program documentation
   G. Administrative Process Methodology documentation

3. Required Procurement Documents
   A. Bid Proposal Affidavit
   B. Contract Affidavit
   C. Conflict of Interest Affidavit and Disclosure
   D. Minority Business Enterprise Participation Form
   E. Reference Sheet

End of Required Submissions, Part A
REQUIRED SUBMISSIONS CHECKLIST, PART A

Queen Anne Academic Center Renovation

1.1 GENERAL PROVISIONS

A. College records include documentation that is made available as information to Contractors to illuminate likely project conditions.

B. Reports, investigations, data, as-built documentation, and all information related thereto included as Information Available to Contractors are not a part of the Contract Documents.

C. The College, Architect and Engineers do not guarantee continuity of conditions indicated and are not responsible for information contained or not contained in the Information Available to Contractors.

D. Contractors shall employ their own experts to analyze available information. Contractors shall be responsible for the consequences of acting on conclusions obtained from examination and analysis of available information.

1.2 PROPOSAL DOCUMENTS

A. Proposal reference documents regarding the Queen Anne Academic Center Renovation and Addition, include the following:
   1. Instructions to Bidders
   2. Mandatory Construction Contract Clauses
   3. Prevailing Wage Instructions for the Contractor & Subcontractor

Reference documents are subject to change prior to publication as contract documents under Part B of this solicitation.
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _________________________________ and the duly authorized representative of (business) _________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal, law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

______________________________________________________________________________
______________________________________________________________________________

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

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

(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or the Mail Fraud Act, 18 U.S.C. 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
(d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________________________

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, 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):

____________________________________________________________________________

____________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

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

____________________________________________________________________________
F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

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

I CERTIFY THAT:

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

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

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

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

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

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

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

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

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

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

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

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

   (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;
(h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

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

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

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

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) ((foreign _______) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of
Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: ____________________________________________________________________

Address: __________________________________________________________________

__________________________________________
__________________________________________________________________________

(If not applicable so state.)

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

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

M. Repealed.

N. ACKNOWLEDGEMENT

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

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

Date: ________________  By: __________________________________________

(Authorized Representative and Affiant)
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____________________________________ and the duly authorized representative of (business)____________________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic____) (foreign____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: ____________________________________________________________

Address:_____________________________________________________

(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.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _________________, 20______, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: ______________ By: ____________________________________________

(Authorized Representative and Affiant)
CONFLICT OF INTEREST INFORMATION

A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State 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 State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

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

E. After award the State 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 State may terminate the contract for default, institute proceedings to debar the Contractor from further State contracts, or pursue such other remedies as may be permitted by law or the contract.

F. A conflict of interest may be waived if the Procurement Officer, with approval of the agency head or designee, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.

H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

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

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

____________________________________________________________
____________________________________________________________
____________________________________________________________
____________________________________________________________

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror will immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date:______________  By: ______________________________
(Signature of Authorized Representative and Affiant)

Printed Name: ______________________________

Title: ______________________________

Federal Employer Identification Number (FEIN): ______________________________
BOARD OF TRUSTEES
PRINCE GEORGE’S COMMUNITY COLLEGE

Instructions to Bidders

1. Visit the Site:

Prior to preparing the bid form Visit the Site. Familiarize yourself with all existing conditions. Make all necessary investigations as to the location of pipe lines, services, and all other matters which can affect the work proposed. Familiarize yourself with the plans and specifications. Read the General Conditions of the Contract.

2. Filling Out Proposal Forms:

a. Use only forms supplied by the Owner.
b. Make an original and one copy of submission, Par. j. below.
c. Use ink or typewriter.
d. Fill in all blank spaces.
e. Do not alter or change any wording in the proposal form.
f. State all prices in both words and figures.
g. Sign the proposal form with pen and ink. Individuals sign with full name and address. Co-Partnerships: A member of the firm must sign and include address. List the names and addresses of all other members of the firm. Corporations: An officer of the corporation must sign and include name and address of the corporation. The corporate seal shall be affixed near the signature.
h. Attach the bid bond or certified check.
i. Attach the Bid Proposal Affidavit.
j. Place original and one copy of the proposal in an envelope, addressed to “Office of Procurement and Contracting, Kent Hall, Room 264, Prince George’s Community College, 301 Largo Road, Largo, Maryland 20774,” bearing on the outside: the name and address of the bidder; name or title of the bid; and the bid opening time and date.
k. Seal and Deliver: Delivery (mail or otherwise) must be made prior to published opening time so that the Form of Proposal can be opened at the public bid opening at the time specified. Late bids will not be considered.

3. Bid Security:

No bonds are required on contracts less than $25,000. For contracts in excess of $25,000, each bidder must furnish a bid bond, PGCC Form C7, with the proposal, by a surety company approved by the Owner. The bond must be in an amount not less than five percent (5%) of the amount of the base bid. The contractor to whom the
contract is awarded must also furnish Performance and Payment Bonds, PGCC Form C3 and C4, on contracts exceeding $25,000 but not greater than $50,000, each to be one half (1/2) of the contract amount. On contracts exceeding $50,000, each is to be in the full amount of the contract.

Should the bidder to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten days after notification of award, then an amount equal to the difference between the accepted bid price, and that of the next highest bidder shall be forfeited to the Owner.

Certified checks for an amount not less than five percent (5%) of the bid are acceptable in lieu of a bid bond, and subject to the same conditions.

Bond and checks must be made payable to the Board of Trustees of Prince George’s Community College.

Bid bonds and checks of all but the three lowest bidders will usually be returned immediately after determination of the order of bids. The bid bonds and checks of all bidders may be held ninety days.

4. Bid Opening:

Unless solicitation was issued as an RFP, will be public, at the office of the Office of Procurement and Contracting, at the hour stated, Kent Hall, Room 264, Prince George’s Community College, 301 Largo Road, Largo, Maryland 20774.

5. Reserved Rights:

The Owner reserves the right to reject any and all bids or to accept any bid in the interest of Prince George’s Community College. For the same reason the Owner reserves the right to waive any informality in a bid.

6. Licenses and Qualifications:

Bidders must be licensed as required by Construction Firm Law of Maryland (Article 56, Section 180 Annotated Code of Maryland 1957 Edition) and shall submit a Qualification Questionnaire as requested.

7. Discrepancies:

Should a bidder find discrepancies in the plans and/or specifications or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than seven days (Saturdays and Sundays excluded) prior to the bid opening, request clarification from the Architect, who will issue an addendum or otherwise clarify the matter.
Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the contract documents by the Architect.

8. **Time of Completion:**

   The time of completion is important and may be considered in awarding the contract. The days must be stated in calendar days, Saturdays and Sundays included.

9. **Other Requirements:**

   A properly completed and executed Bid Proposal Affidavit must accompany the bid. Failure to submit this document will result in disqualification of the bid.
# PRINCE GEORGE'S COMMUNITY COLLEGE
## MANDATORY CONSTRUCTION CONTRACT CLAUSES

<table>
<thead>
<tr>
<th>MCC</th>
<th>Clause Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCC 1</td>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>MCC 2</td>
<td>Non-Hiring of Employees</td>
<td>1</td>
</tr>
<tr>
<td>MCC 3</td>
<td>Maryland Law Prevails</td>
<td>1</td>
</tr>
<tr>
<td>MCC 4</td>
<td>Non-Discrimination in Employment</td>
<td>1</td>
</tr>
<tr>
<td>MCC 5</td>
<td>Cost and Price Certification</td>
<td>1</td>
</tr>
<tr>
<td>MCC 6</td>
<td>Contingent Fee Prohibition</td>
<td>1</td>
</tr>
<tr>
<td>MCC 7</td>
<td>Multi-Year Contracts</td>
<td>2</td>
</tr>
<tr>
<td>MCC 8</td>
<td>Incorporation by Reference</td>
<td>2</td>
</tr>
<tr>
<td>MCC 9</td>
<td>Tax Exemption</td>
<td>2</td>
</tr>
<tr>
<td>MCC 10</td>
<td>Conflict of Interest Laws</td>
<td>2</td>
</tr>
<tr>
<td>MCC 11</td>
<td>Site Investigation</td>
<td>2</td>
</tr>
<tr>
<td>MCC 12</td>
<td>Performance and Payment Bonds</td>
<td>3</td>
</tr>
<tr>
<td>MCC 13</td>
<td>Mandatory Disclosure</td>
<td>3</td>
</tr>
<tr>
<td>MCC 14</td>
<td>Anti-Bribery</td>
<td>3</td>
</tr>
<tr>
<td>MCC 15</td>
<td>Registration</td>
<td>3</td>
</tr>
<tr>
<td>MCC 16</td>
<td>EPA Compliance</td>
<td>4</td>
</tr>
<tr>
<td>MCC 17</td>
<td>Occupational Safety and Health Act</td>
<td>4</td>
</tr>
<tr>
<td>MCC 18</td>
<td>Patent Infringement</td>
<td>4</td>
</tr>
<tr>
<td>MCC 19</td>
<td>Contractor’s Invoices</td>
<td>4</td>
</tr>
<tr>
<td>MCC 20</td>
<td>Bid Security</td>
<td>4</td>
</tr>
</tbody>
</table>
PRINCE GEORGE’S COMMUNITY COLLEGE
MANDATORY CONSTRUCTION CONTRACT CLAUSES

MCC 1  Introduction
The following clauses are incorporated by reference within each invitation for bid, solicitation, purchase order and contract for the procurement of construction entered into by the Board of Trustees of Prince George’s Community College (the “College”), except to the extent, if any, that the College specifies that any particular clause is inapplicable. In these clauses, the word “Contractor” includes “Bidder”, where appropriate.

MCC 2  Non-Hiring of Employees
No employee of the College, the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the College, the State of Maryland or any unit thereof.

MCC 3  Maryland Law Prevails
The provisions of this Contract shall be governed by the laws of Maryland.

MCC 4  Non-Discrimination in Employment
The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials, and (c) to post and to cause Subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

MCC 5  Cost and Price Certification
The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for any change order or contract modification.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information, which, as of the date agreed upon between the parties, were inaccurate, incomplete, or not current.

MCC 6  Contingent Fee Prohibition
The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

For breach of this warranty, the College shall have the right to annul this Contract without liability or, in its discretion, to deduct from the price or consideration, or otherwise recover, the full amount of such fee, or other consideration.
MCC 7  **Multi-Year Contracts**
If funds are not appropriated or otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the College’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of the termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The College will notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

MCC 8  **Incorporation by Reference**
All terms and conditions under the invitation to bid (or solicitation), and any amendments thereto, are made a part of this Contract.

MCC 9  **Tax Exemption**
The Owner is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

MCC 10  **Conflict of Interest Laws**
It is unlawful for any State or College officer, employee, or agent to participate personally in his official capacity through decision, approval, disapproval, recommendation, advice, or investigation in any contract or other matter in which he, his spouse, parent, minor child, brother or sister has a financial interest or to which any firm, corporation, association or other organization in which he has a financial interest or in which he is serving as an officer, director, trustee, partner or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, is a party, unless such officer, employee, or agent has previously complied with the provisions of Article 40A, Section 3-101 et seq. of the Annotated Code of Maryland.

MCC 11  **Site Investigation**
The Contractor/Bidder acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor/Bidder further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the College, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by the Contractor/Bidder to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The College assumes no responsibility for any conclusions or interpretations made by the Contractor/Bidder on the basis of the information made available by the College.
MCC 12  **Performance and Payment Bonds**
Before the award by the College of a construction contract exceeding $25,000, the Contractor shall provide payment security and performance security in the amount of the Contract price, except that if the Contract is not greater than $50,000, each security shall be in the amount of one-half of the Contract price.

1. Payment security or performance security shall be
   a. a bond executed by a surety company authorized to do business in Maryland;
   b. cash in an amount equivalent to a bond; or
   c. other security that is satisfactory to the College

2. The required performance bond shall be in the form attached as PGCC-C3.

3. The required payment bond shall be in the form attached as PGCC-C4.

4. The form of payment security or performance security shall be approved for the College by its attorney.

5. The Contractor shall file the security or evidence of a trust account established as security, payable to the “Board of Trustees of Prince George’s Community College”, in the Office of Procurement and Contracting.

6. At the direction of the College, the Contractor may be required to increase the amount of the security if the Contract price is increased as the result of Contract modification or change order. The reasonable cost of such increase shall be an allowable cost in determining the increase in the Contract price.

MCC 13  **Mandatory Disclosure**
Contractors providing materials, equipment, supplies or services to the College, which is deemed an agency of the State for this purpose, herewith agree to comply with Article 41, Section 89A of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate $100,000 or more during a calendar year shall, within 30 days of the time when the $100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

MCC 14  **Anti-Bribery**
Contractors are required to be aware of Article 21, Section 3-405 of the Annotated Code of Maryland, which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1971, in the obtaining of a contract from the State or any of its subdivisions, shall be subject to disqualification pursuant to Article 21, Section 3-405, Annotated Code of Maryland from entering into a contract with the State, or any county or other subdivision of the State, for the supply of materials, supplies, equipment, or services by the person. (For purposes of this clause, the College is deemed a subdivision of the State.)

MCC 15  **Registration**
Pursuant to Section 7-201 of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of
Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

MCC 16  **EPA Compliance**
Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

MCC 17  **Occupational Safety and Health Act**
All materials, supplies, equipment or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

MCC 18  **Patent Infringement**
Contractor agrees to indemnify, protect and save harmless the College, its officers, agents, and employees with respect to any claim, action, cost or judgement for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

MCC 19  **Contractor’s Invoices**
Contractor agrees to include on the face of all invoices billed to the College, its Federal Tax Identification or Social Security Number.

MCC 20  **Bid Security**
Unless otherwise specified, the Bidder is required to submit bid security in an amount equal to 5 percent of the amount of the bid.

1. Bid security or evidence of the posting of bid security shall be submitted with the bid. If a Bidder fails to accompany its bid with the required bid security, the bid shall be deemed nonresponsive and rejected except as provided by Section 2.

2. If a bid does not comply with the security requirements of this clause, the bid shall be rejected as nonresponsive, unless the Contract Officer determines that the deficiency in the amount of security provided is insubstantial and acceptance is in the best interests of the College, and that:
   a. Only one bid or proposal was received and there is insufficient time to rebid the contract;
   b. The bid security became inadequate as a result of the correction of a mistake in the bid, or as a result of a modification in the bid in accordance with applicable regulations, and the bidder increased the amount of bid security to required limits within 48 hours after the correction or modification; or
   c. After consideration of the risks involved and the difference between the lowest bid and the next lowest bid, fiscal advantage could reasonably be expected to accrue to the College from acceptance of the lowest bid.

3. If a Bidder is permitted to withdraw a bid before award because of a mistake in the bid or proposal, action may not be taken against the bid security. Otherwise, action may be taken against the bid security of a bidder that withdraws a bid.
MINORITY PARTICIPATION FORM
Queen Anne Academic Center Renovation And Addition

CONTRACTORS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _______

IS NOT _______

A MINORITY BUSINESS FIRM AS INDICATED BELOW (circle one):

African American (not Hispanic) _____ Hispanic _____ Asian ____
American Indian/Native American _____ Disabled ____ Female ____

INDICATE EXPECTED MINORITY PARTICIPATION FROM SELF-PERFORMED WORK, AND/OR WORK PERFORMED BY SUBCONTRACTORS AND/OR VENDORS AS A PERCENTAGE OF TOTAL CONTRACT PRICE:

Minority Participation Expectation: ______% of Total Contract Price

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

____________________________________________________________
Firm Name

____________________________________________________________
Signed Date

____________________________________________________________
Type or Print Name

____________________________________________________________
Title
REFERENCES

EACH BIDDER MUST LIST BELOW AT MINIMUM, THREE CUSTOMERS OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE LAST THREE YEARS. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF BIDDER.

1. Customer Name: __________________________________________
   Address: _________________________________________________
   Contact Person: ___________________________________________
   Phone Number: ____________________________________________
   Email Address: ____________________________________________

2. Customer Name: __________________________________________
   Address: _________________________________________________
   Contact Person: ___________________________________________
   Phone Number: ____________________________________________
   Email Address: ____________________________________________

3. Customer Name: __________________________________________
   Address: _________________________________________________
   Contact Person: ___________________________________________
   Phone Number: ____________________________________________
   Email Address: ____________________________________________
APPENDIX A
REQUEST FOR ADVERTISEMENT AND NOTICE TO PROCEED

LaTonya Holland - Procurement Officer
PRINCE GEORGE'S COMMUNITY COLLEGE
301 LARGO ROAD
LARGO, MD 20774

Re: QUEEN ANNE ACADEMICE CENTER RENOVATIONS AND ADDITIONS
Project No: CC-08-MC12-437

Enclosed please find the Prevailing Wage Determination and Instructions for Contractors for the project referenced above.

Upon advertisement for bid or proposal of this project, you are requested to submit to this office the date and name of publication in which such advertisement appeared.

Once awarded, you are further directed to submit to this office, the NOTICE TO PROCEED for the project, complete with the date of notice, the name of the general contractor, and the dollar amount of the project. In addition, we ask that a representative of the prevailing wage Unit be invited to attend the Pre-Construction Conference.

Any questions concerning this matter may be referred to PrevailingWage@dllr.state.md.us

Sincerely,

Enclosures
Wage Determination
Instruction for the Contractor

Prevailing Wage Unit
The contractor shall electronically submit completed copies of certified payroll records to the Commissioner of Labor & Industry, Prevailing Wage Unit by going on-line to https://www.dllr.state.md.us/prevwage and following the instructions for submitting payroll information (NOTE: A contractor must register prior to submitting on-line certified payroll information).

If you have technical questions regarding electronic submittal, contact the Department at prevailingwage@dllr.state.md.us.

All certified payroll records shall have an accurate week beginning and ending date. The contractor shall be responsible for certifying and submitting to the Commissioner of Labor and Industry, Prevailing Wage Unit all of their subcontractors' payroll records covering work performed directly at the work site. By certifying the payroll records, the contractor is attesting to the fact that the wage rates contained in the payroll records are not less than those established by the Commissioner as set forth in the contract, the classification set forth for each worker or apprentice conforms with the work performed, and the contractor or subcontractor has complied with the provisions of the law.

A contractor or subcontractor may make deductions that are (1) required by law; (2) required by a collective bargaining agreement between a bona fide labor organization and the contractor or subcontractor; or (3) contained in a written agreement between an employee and an employer undertaken at the beginning of employment, if the agreement is submitted by the employer to the public body awarding the public work and is approved by the public body as fair and reasonable.

A contractor or subcontractor is required to submit information on-line on their fringe benefit packages including a list of fringe benefits for each craft employed by the contractor or subcontractor, by benefit and hourly amount. Where fringe benefits are paid in cash to the employee or to an approved plan, fund, or program, the contribution is required to be indicated.

Payroll records must be electronically submitted and received within 14 calendar days after the end of each payroll period. If the contractor is delinquent in submitting payroll records, processing of partial payment estimates may be held in abeyance pending receipt of the records. In addition, if the contractor is delinquent in submitting the payroll records, the contractor shall be liable to the contracting public body for liquidated damages. The liquidated damages are $10.00 for each calendar day the records are late.

Only apprentices registered with the Maryland Apprenticeship and Training Council shall be employed on prevailing wage projects. Apprentices shall be paid a percentage of the determined journey person’s wage for the specific craft.

Overtime rates shall be paid by the contractor and any subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on the project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, a contractor or subcontractor can look on the DLLR webpage under prevailing wage.

Contractors and subcontractors shall maintain a valid copy of proper State and county licenses that permit the contractor and a subcontractor to perform construction work in the State of Maryland. These licenses must be retained at the worksite and available for review upon request by the Commissioner of Labor and Industry’s designee.

**Each contractor under a public work contract subject to Section 17-219 shall:**

1. Post a clearly legible statement of each prevailing wage rate to be paid under the public work contract; and
2. Keep the statement posted during the full time that any employee is employed on the public work contract.
3. The statement of prevailing wage rates shall be posted in a prominent and easily accessible place at the site of the public work.
**Penalty - Subject to Section 10-1001 of the State Goverment Article, the Commissioner may impose on a person that violates this section a civil penalty of up to $50.00 per violation.**

Under the Maryland Apprenticeship and Training Council requirements, consistent with proper supervision, training and continuity of employment and applicable provisions in collective bargaining agreements, a ratio of one journey person regularly employed to one apprentice shall be allowed. No deviation from this ratio shall be permitted without prior written approval from the Maryland Apprenticeship and Training Council.

Laborers may NOT assist mechanics in the performance of the mechanic's work, NOR USE TOOLS peculiar to established trades.

ALL contractors and subcontractors shall employ only competent workers and apprentices and may NOT employ any individual classified as a HELPER or TRAINEE on a prevailing wage project.

The State Apprenticeship and Training Fund (Fund) law provides that contractors and certain subcontractors performing work on certain public work contracts are required to make contributions toward apprenticeship. See §17-601 through 17-606, State Finance and Procurement, Annotated Code of Maryland. Contractors and subcontractors have three options where they can choose to make their contributions: (1) participate in a registered apprenticeship training program; (2) contribute to an organization that has a registered apprenticeship training program; or (3) contribute to the State Apprenticeship and Training Fund.

The Department of Labor, Licensing and Regulation (DLLR) is moving forward with final adoption of regulations. The regulations were published in the December 14, 2012 edition of the Maryland Register.

**IMPORTANT:** Please note that the obligations under this law will become effective on JULY 1, 2013. This law will require that contractors and certain subcontractors make contributions toward apprenticeship and report those contributions on their certified payroll records that they submit pursuant to the prevailing wage law.

The Department is offering outreach seminars to any interested parties including contractors, trade associations, and any other stakeholders. Please contact the Department at prevailingwage@dllr.state.md.us or (410) 767-2968 for seminar times and locations. In addition, information regarding this law will be provided at pre-construction meetings for projects covered by the Prevailing Wage law.

For additional information, contact:
Division of Labor and Industry
Maryland Apprenticeship and Training
1100 North Eutaw Street, Room 606
Baltimore, Maryland 21201
(410) 767-2246
E-Mail Address: matp@dllr.state.md.us.
The wage rates to be paid laborers and mechanics for the locality described below is announced by order of Commissioner of Labor and Industry.

It is mandatory upon the successful bidder and any subcontractor under him, to pay not less than the specific rates to all workers employed by them in executing contracts in this locality. Reference: Annotated Code of Maryland State Finance and Procurement, Section 17-201 thru 17-226.

These wage rates were taken from the locality survey of 2014 for Prince Georges County, issued pursuant to the Commissioner's authority under State Finance and Procurement Article Section 17-209, Annotated Code of Maryland or subsequent modification.

**Note: If additional Prevailing Wage Rates are needed for this project beyond those listed below, contact the Prevailing Wage Unit. Phone: (410) 767-2342, email: prevailingwage@dllr.state.md.us.

Name and Title of Requesting Officer: LaTonya Holland - Procurement Officer
Department, Agency or Bureau: PRINCE GEORGE’S COMMUNITY COLLEGE
Project Number
CC-08-MC12-437
Location and Description of work:
Prince Georges County: The Queen Anne Fine Arts Center Renovation and Addition project will renovate 33,455 GSF and construct a 136,545 GSF addition providing an aggregate 170,000 GSF building. The project will correct demonstrated space and facility issues by adding needed classroom, lab, office, study, tutoring, and support spaces.

Date of Issue: Aug 10, 2015

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MODIFICATION REASON</th>
<th>MODIFICATION REASON</th>
<th>MODIFICATION REASON</th>
<th>MODIFICATION REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>BALANCING TECHNICIAN</td>
<td>AD</td>
<td>$39.73</td>
<td>$16.22</td>
<td></td>
</tr>
<tr>
<td>BOILERMAKER</td>
<td>AD</td>
<td>$32.63</td>
<td>031</td>
<td>$3.44</td>
</tr>
<tr>
<td>BRICKLAYER</td>
<td>AD</td>
<td>$28.17</td>
<td>$9.32</td>
<td></td>
</tr>
<tr>
<td>BRICKLAYER/SAWMAN</td>
<td>AD</td>
<td>$28.21</td>
<td>$7.92</td>
<td></td>
</tr>
<tr>
<td>CARPENTER</td>
<td>AD</td>
<td>$26.81</td>
<td>$8.19</td>
<td></td>
</tr>
<tr>
<td>CARPENTER - SHORING SCAFFOLD BUILDER</td>
<td>AD</td>
<td>$28.00</td>
<td>$7.00</td>
<td></td>
</tr>
<tr>
<td>CARPET LAYER</td>
<td>AD</td>
<td>$27.03</td>
<td>$10.02</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASON</td>
<td>AD</td>
<td>$27.15</td>
<td>$9.77</td>
<td></td>
</tr>
<tr>
<td>COMMUNICATION INSTALLER TECHNICIAN</td>
<td>AD</td>
<td>$24.63</td>
<td>$11.97</td>
<td>a + b</td>
</tr>
<tr>
<td>DRYWALL - SPACKLING, TAPING, &amp; FINISHING</td>
<td>AD</td>
<td>$24.89</td>
<td>$9.15</td>
<td></td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>AD</td>
<td>$41.60</td>
<td>$14.66</td>
<td></td>
</tr>
<tr>
<td>Job Title</td>
<td>AD</td>
<td>031</td>
<td>CR</td>
<td>031</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-----</td>
<td>------</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td>ELEVATOR MECHANIC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIREPROOFER - SPRAYER</td>
<td>$23.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRESTOPPER</td>
<td>$26.06</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$28.61</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSULATION WORKER</td>
<td>$33.13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRONWORKER - FENCE ERECTOR</td>
<td>$30.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRONWORKER - ORNAMENTAL</td>
<td>$30.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRONWORKER - REINFORCING</td>
<td>$27.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IRONWORKER - STRUCTURAL</td>
<td>$30.25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILLWRIGHT</td>
<td>$31.49</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAINTER</td>
<td>$24.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PILEDRIVER</td>
<td>$26.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLASTERER</td>
<td>$28.33</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLUMBER</td>
<td>$38.17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - ASPHALT DISTRIBUTOR</td>
<td>$18.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - BACKHOE</td>
<td>$24.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - BELT PRESS</td>
<td>$25.75</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - BOOM TRUCK</td>
<td>$35.03</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - BROOM / SWEEPER</td>
<td>$32.69</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - BULLDOZER</td>
<td>$22.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - CONCRETE PUMP</td>
<td>$37.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - CRANE</td>
<td>$30.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - CRANE - TOWER</td>
<td>$36.50</td>
<td></td>
<td></td>
<td>$3.44</td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - DRILL - RIG</td>
<td>$38.04</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - EXCAVATOR</td>
<td>$29.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - FORKLIFT</td>
<td>$32.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - GRADALL</td>
<td>$21.23</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - GRADER</td>
<td>$24.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - LOADER</td>
<td>$23.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - MECHANIC</td>
<td>$34.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - MILLING MACHINE</td>
<td>$24.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - PAVER</td>
<td>$26.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT</td>
<td>$16.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - ROLLER - EARTH</td>
<td>$20.31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - SCREED</td>
<td>$20.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)</td>
<td>$24.19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWER EQUIPMENT OPERATOR - TRENCHER</td>
<td>$37.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESILIENT FLOOR</td>
<td>$21.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROOFER/WATERPROOFER</td>
<td>$29.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEETMETAL WORKER</td>
<td>$39.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPRINKLERFITTER</td>
<td>$31.76</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEAMFITTER/PIPEFITTER</td>
<td>$38.24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STONE MASON</td>
<td>$34.18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TILE &amp; TERRAZZO FINISHER</td>
<td>$20.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TILE &amp; TERRAZZO MECHANIC</td>
<td>$25.78</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRUCK DRIVER - DUMP</td>
<td>$31.97</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FRINGE REFERENCES AS NOTED:


b. PAID VACATIONS: Employees with 1 year service - 1 week paid vacation;
   2 years service - 2 weeks paid vacation;
   10 years service - 3 weeks paid vacation.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement or onsite job posting for a public work contract that exceeds $500,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 50% or more of the project.

---

### LABORER GROUP II

<table>
<thead>
<tr>
<th>Laborer Type</th>
<th>AD</th>
<th>AD</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER - ASPHALT RAKER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - COMMON</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - CONCRETE PUDDLER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - CONCRETE TENDER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - CONCRETE VIBRATOR</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - DENSITY GAUGE</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - FIREPROOFER - MIXER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - FLAGGER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - GRADE CHECKER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - HAND ROLLER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - JACKHAMMER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - LANDSCAPING</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - LAYOUT</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - LUTEMAN</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - MORTAR MIXER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - PLASTERER - HANDLER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
<tr>
<td>LABORER - TAMPER</td>
<td>AD</td>
<td>$19.19</td>
</tr>
</tbody>
</table>

### LABORERS GROUP I

<table>
<thead>
<tr>
<th>Laborer Type</th>
<th>AD</th>
<th>AD</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER - AIR TOOL OPERATOR</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - ASPHALT PAVER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - BLASTER - DYNAMITE</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - BURNER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - CONCRETE SURFACER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - HAZARDOUS MATERIAL HANDLER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - MASON TENDER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - PIPELAYER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
<tr>
<td>LABORER - SCAFFOLD BUILDER</td>
<td>AD</td>
<td>$21.05</td>
</tr>
</tbody>
</table>

---

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.
Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received
(CH) 17-211 Commissioners’ Hearing
(CR) 17-208 Commissioners’ Review
(SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see http://www.census.gov/datamap/fipslst/AllSt.txt

The Prevailing Wage rates appearing on this form were originally derived from Maryland’s annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dllr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.