



**PRINCE GEORGE'S  
COMMUNITY COLLEGE**

**REQUEST FOR PRICE PROPOSAL**

**FOR**

**CONSTRUCTION MANAGEMENT AGENT/OWNER  
REPRESENTATIVE (CMA) RFP 20-11 PART B**

**MARLBORO HALL PROJECT**

**SOLICITATION SCHEDULE:**

**ISSUE DATE:** March 13, 2020

**QUESTIONS PERIOD:** April 1 – April 7, 2020 10:00 AM, ET.  
Note: The College is closed for spring break (March 14-22, 2020), questions received outside the Questions Period shall not be responded to. *ONLY QUESTIONS from firm's deemed qualified in Part A, and submitted during the Questions Period shall be provided a response. Questions submitted before or after the Questions Period may not be given a response. The College has full discretion to include any questions at any time during the procurement process.*

**RESPONSE TO QUESTIONS:** **by April 10, 2020**

**PRICING PROPOSAL DUE:** April 17, 2020, 10:00 AM ET

**SCOPE REVIEW:** April 21-22, 2020 (Projected)  
(Invited firms only, if required)

**SELECTION FINALIZED:** April 27, 2020 (Projected)

**PROCUREMENT/ISSUING OFFICE:**

Procurement Officers: Beth Kirk and Karen Kelly  
Prince George's Community College  
Office of Procurement, Kent Hall Suite #264  
301 Largo Rd., Largo, MD 20774

**PROJECT MANAGEMENT:** PGCC, Construction and Facilities Division

Prince George's Community College

**RFP 20-11 PART B  
CONSTRUCTION MANAGEMENT  
AGENT/OWNER REPRESENTATIVE (CMA)**

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- PROJECT OVERVIEW Page 5 -7

- **RESPONSE REQUIREMENTS**

**Invited Proposers are to provide the items listed below in your firm's Part B submission. Proposers are to organize their submission by the Tabs listed below:**

- Tab 1. FINANCIAL AND PRICE PROPOSAL FORM Page 8 -11
- Tab 2. BID PROPOSAL AFFIDAVIT Page 12-17
- Tab 3. STAFFING PLAN Page 18
- Tab 4. REFERENCES FOR STAFF Page 19
- Tab 5. CONFLICT OF INTEREST INFORMATION AND AFFIDAVIT Page 20-21
- Tab 6. CERTIFICATION REGARDING INVESTMENT IN IRAN Page 22
- Tab 7. MBE APPENDIX M (provided under a separate cover)

Proposers are to submit the following forms in your Part B response:

- i. Minority Business Enterprise Utilization Affidavit
- ii. MBE Participation Schedule

Tab 8. Exceptions to the College's requirements. Proposers are to provide any exceptions or assumptions associated with the requirements under this RFP

- SAMPLE TASK ORDER AGREEMENT Page 23-24
- EXHIBIT 1 – Construction Management at Risk (CMAR) Services (provided under a separate cover)

## **AMENDMENTS TO THE ON-CALL CMA SERVICES RFP**

This document amends RFP20-11, PART A, On-Call Construction Management Agent/Owner's Representative. This document indicates the specific Sections and/or paragraphs being amended (i.e. replaced, added or deleted). All other sections, parts, and paragraphs of the RFP remain the same and are applicable to this project

### **Appendix X – Solicitation Terms and Conditions**

#### LIQUIDATED DAMAGES

The Liquidated Damages for the project: \$2,000, per calendar day. For each day the project is delayed due to the negligence (errors) made by the CMA.

### **MBE Participation Provisions**

Liquidated damages/penalty fee for not meeting the MBE requirements shall be assessed at 50% of the overall goal commitment not achieved, unless the College approves a waiver request.

### **Scope of Work**

In addition to the Scope of Work provided in Part A and as amended in subsequent Addenda, the following is also incorporated:

#### A. PROJECT OVERVIEW

1. See attached Project Scope/scope of work
2. The link to access the Drawings and Specifications are attached to RFP 20-11, Part B
3. The Construction GMP project is estimated at: \$87.5M

#### B. SCHEDULE

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

Construction Management at Risk services shall be provided at a later date via a subsequent Addenda.

The NTP for CMA Pre-Construction Services is expected by March 15, 2020 (projected)

The Construction is expected to start by April 6, 2020 (projected)

The On-Site Construction Duration to date of Final Completion is:

1. One Hundred Twenty-One (121) weeks, or Eight Hundred Forty-Nine (849) calendar days.

## **CONSTRUCTION MANAGEMENT RESPONSIBILITIES**

### A. PRE-CONSTRUCTION SERVICES VS CONSTRUCTION SERVICES

The CMA may be issued an initial contract for Pre-Construction Services in whole or in part. A subsequent contract will be issued for Construction Services in whole or in part.

END OF AMENDMENT

## PROJECT OVERVIEW AND SERVICES

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

### **Drawings and Specifications:**

65% Design Development Drawings and Specifications and 95% Package 1 Drawings & Specifications can be located at [www.mdplanroom.com](http://www.mdplanroom.com) listed under Public Jobs.

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

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### **Overview of Services.**

The CMA's Services shall include but is not limited to services provided in Part A of the RFP and the performance of all duties and responsibilities relating to the CMAR Preconstruction and Construction services/activities provided in Exhibit 1, under a separate cover.

CMA services shall include but is not limited to:

- Serve as the College's Agent/Owner's Representative.
- Serve as an integral partner, on-site daily.
- Set up and manage Project Management Online Software including, but not limited to, shared documents, contacts and calendar, and etc.
- Be available to give presentations to the Board, stakeholder groups, and etc.
- Primary role is to provide oversight and coordination of the project from the College's perspective to effectively balance costs, time and quality.
- Review design and constructability with respect to compliance with agreed-upon project objectives.
- Represent the College at regular project or progress meetings and provide advice that will help facilitate economical, efficient and desirable development and construction procedures.
- Track project related issues, assign responsibility and track follow-through.
- Act as liaison between the project team members and the College, and assist in the obtaining of building permits, other governmental approvals, authorizations and sign-off's as necessary for the design, construction and operations of the project as requested by the College.
- Prepare periodic updates for the College's approval.
- Review budget. Review and submit, with recommendations, all requests for payment under vendor agreements, provided that all such payments shall be subject to College approval. CMA may be required to coordinate with College's finance and accounting departments on related budget and financial matters.
- Meet with other College contractor(s) regarding the construction project and required work relating to the project.
- Submit to the College suggestions or changes that could improve the design or reduce costs without impacting the original intent of the project design and programming.
- Provide interpretation of plans and specifications.
- Develop a communication organization chart for communication flow and decision making.
- Maintain electronic files for the College.
- Review the options for project delivery methods based on program needs and recommend an approach.

## **Additional Services, by Phase.**

### **Design Phase.**

1. Owner's Representative will review design documents for conformance to College's program and other stated project objectives.
2. Owner's Representative will facilitate the incorporation of sustainable building initiatives into the new project at a level deemed appropriate by the College.
3. Develop or ensure the master schedule outlining critical milestones for the project's success are on track.
4. Review applications for payment to obtain the College's approval.
5. Work with team to outline critical design goals for a successful project.
6. Attend design team meetings.
7. Help guide team, review design documents, and offer suggestions that represent the College's interests.
8. Assist with periodic design reviews, review construction documents for technical accuracy in conjunction with the design team.
9. Monitor the incorporation of sustainable initiatives into the project.
10. Review design documents for conformance to building program, College's objectives.
11. Facilitate coordination between IT/ET stakeholders/manager and required design team members.
12. Work with maintenance personnel to standardize equipment and construction materials.
13. Evaluate and advise the College regarding additional service requests made by design team and vendors.

### **Construction.**

1. Assist in the marketing of the project to attract potential qualified bidders.
2. Manage general contractor selection process including analyzing fees, managing the interview process and attending interviews.
3. Monitor construction costs.
4. Review and monitor preliminary and final construction schedules.
5. Attend weekly construction meetings.
6. Observe construction activities, daily
7. Monitor the construction phase activities of the design and engineering firm(s), including the following:
8. Technical review and approval of materials submittals and samples
9. Resolution of technical questions that may arise during construction
10. Review and opinion on change orders subject to the College approval
11. Monitor progress of construction work to determine compliance with the drawings and specifications.
12. Resolve questions asked of the College that may arise during construction.
13. Maintain the College's record copies and permanent project files of necessary design and construction and related communications. Includes periodic construction progress photographs.
14. Report to and advise the College on issues of construction cost, schedule and related items.
15. Review progress payment requests of contractor and provide payment recommendations to the College.
16. Monitor design team's construction-phase performance with respect to timeliness of documentation, type and frequency of contractually agreed-to project reporting and other documentation relied upon by the College.

**Construction – Furniture, Fixtures and Equipment (FF&E), and Move.**

1. Assist Design Team and College with development of furniture, fixtures and equipment selections documentation that incorporates all purchasing information including quantities necessary for accurate procurement by the CMAR or the College.
2. Review, comment and provide recommendations relating to furniture, fixtures and equipment drawings and specifications submitted by the College’s vendors/sub-contractors/contractors in order to determine conformance with College’s objectives.
3. Coordinate and schedule with CMAR any College provided furniture, fixtures and equipment, and monitor the installation progress.
4. Perform punch list in conjunction with the College representatives and design team, and monitor progress and completion of corrective work and replacement requirements identified on the punch list.
5. Review invoices for furniture and equipment, and provide recommendation to the College on payment.
6. Assist College with development of move-in and relocation plans and monitor all move-in and relocation activities.

**Construction - Close-Out and Post-Construction.**

1. Perform the punch list in conjunction with the College representatives, design and engineering firms, and monitor progress and completion of corrective work identified on punch list.
2. Recommend to the College the approval of the issuance of the Certificate of Substantial Completion.
3. Provide recommendation to the College regarding final acceptance of project and release of final payment to contractor(s).
4. Monitor the turnover of stock supplies of materials as specified by the contract documents.
5. Monitor the preparation of operations, maintenance manuals, and as-built plans and specifications on behalf of the College.
6. Facilitate contractor’s training of appropriate College selected facilities staff members on subjects of operations and maintenance.
7. Facilitate post-occupancy evaluation following approximately 10 months of standard building operations.

END OF PROJECT OVERVIEW

RFP 20-11 PART B

PART B PRICE PROPOSAL DUE DATE: \_\_\_\_\_ AT \_:00 P.M.

PROPOSER: \_\_\_\_\_

Federal Identification Number/Social Security Number: \_\_\_\_\_

**FINANCIAL AND PRICE PROPOSAL FORM**

DATE \_\_\_\_\_

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

Dear Ms. Kirk:

The undersigned hereby submits the Financial Proposal as set forth in RFP # \_\_\_\_\_ dated \_\_\_\_\_, 2018, and the following subsequent addenda:

Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_ dated \_\_\_\_\_

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

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

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

**We understand that by submitting a proposal we are agreeing to the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the Proposal remains in effect.**

The evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than financial.



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

Enclosure:

(Signatures should be placed on following page.)

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

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**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
In Presence of Witness:

TELEPHONE NO. \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
BY \_\_\_\_\_  
(Partner)  
Printed Name: \_\_\_\_\_  
BY \_\_\_\_\_  
(Partner)

\_\_\_\_\_ as to

\_\_\_\_\_ as to

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**C. CORPORATION**

\_\_\_\_\_  
(Name of Corporation)  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Attest:  
\_\_\_\_\_  
[Printed Name of Corporate (or Assistant Corporate) Secretary]

TELEPHONE NO. \_\_\_\_\_

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer and Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Pricing**

Prince George's Community College:

(The) \_\_\_\_\_

*(Name of Construction Management Agent)*

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

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

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

2. **CONSTRUCTION PHASE CM FEE:**

\_\_\_\_\_ -  
\$ \_\_\_\_\_  
(Written) (Figures)

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

\_\_\_\_\_ \$ \_\_\_\_\_  
(Written) (Figures)

**Fees must be inclusive of all reimbursables and expenses to provide all services (travel, phone, mobile phone, computer, printer, transportation, meals, etc.) The College will only provide a working space and use of office equipment located in PGCC offices. CMA is not required to provide any software, CMA will use College or CMAR provided software.**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**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):

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#### D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, excepts as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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#### 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):

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#### 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)

## Staffing Plan Template

**Instructions:**

1. Proposers are to provide a list of all personnel by title that shall be assigned to perform all of the necessary duties meet the service requirements.
2. Proposers are to enter the names of each personnel and provide a \*resume for each named personnel.

\*Resumes must include:

The individual’s work experience in the last 7 years.

3. Proposers are to enter in the % of commitment each personnel shall be putting forth to the project, by month.
4. \*Proposers are to add additional months to demonstrate the entire duration of the project, for Preconstruction and Construction.

Note: Describe “other” titles (i.e. Assistant PM, Project Engineer(s), etc.) The names of these personnel can be included if known but are not required. Location: On-site or city where the person will be located during the pre-construction and construction phases (e.g., Onsite (Largo Campus or Baltimore, MD)).

**Preconstruction**

Title	Name	Location	*Month 1 % of Commitment
Project Executive			
Project Manger			

**Construction**

Title	Name	Location	*Month 1, % of Commitment	Month 2 , % of Commitment	Month 3 , % of Commitment
Project Executive					
Project Manager					

**REFERENCES**

**INSTRUCTIONS:**

EACH PROPOSER MUST LIST BELOW AT MINIMUM, **THREE CUSTOMERS FOR EACH PERSONNEL NAMED IN THE STAFFING PLAN**. THE REFERENCES SHALL BE OF A SIMILAR SIZE AND PROJECT WITH STATED TIMELINES COMPLETED WITHIN THE **LAST SEVEN YEARS AND INCLUDED IN THE TEAM MEMBER'S RESUME**. FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE MAY LEAD TO THE DISQUALIFICATION OF PROPOSER.

- 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: \_\_\_\_\_

## **CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A. Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a College contract shall provide notice of the requirement of this regulation.
- B. "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- C. "Person" includes a bidder, offeror, Contractor, consultant or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- D. If the Procurement Officer makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict in interest, the procurement officer may reject a bid or offer.
- E. After award the College may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Procurement Officer, the College may terminate the contract for default, institute proceedings to debar the Contractor from further College contracts, or pursue such other remedies as may be permitted by law or the contract.
- F. A conflict of interest may be waived if the Procurement Officer, with approval of the appropriate College head or designee, determines that waiver is in the best interest of the College. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- G. Each bidder or offeror responding to a solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another College contract shall provide the affidavit and disclosures set forth in Subsection H of this regulation to the Procurement Officer with the bid or offer and such other times as may be required by the Procurement Officer.
- H. The affidavits and disclosures required by Subsection G of this regulation shall be in substantially the same form as follows:

## CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
  
- B. "Person" has the meaning and includes a bidder, offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
  
- C. The bidder or offeror warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
  
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

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- 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): \_\_\_\_\_

# CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

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

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

Or;

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

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\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date Signed:

\_\_\_\_\_  
Name of Authorized Representative

NOTE: List is available at:

[www.bpw.state.md.us](http://www.bpw.state.md.us)

Click On "Advisories"

Scroll Down to "2013-1"

Click On "IAI LIST"

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**PRINCE GEORGE'S  
COMMUNITY COLLEGE**

**SAMPLE TASK ORDER AGREEMENT – TERMS ARE SUBJECT TO CHANGE AT  
THE COLLEGE'S SOLE DISCRETION PRIOR TO ISSUANCE AND EXECUTION**

Construction Management Agent/Owner's Representative

Task Order Agreement

For

Marlboro Hall Renovations and Construction Project

**THIS TASK ORDER AGREEMENT No. \_\_\_\_\_ Marlboro Hall  
project is made the \_\_\_\_\_) by and between  
\_\_\_\_\_ herein called "CMA", and Prince George's Community  
College, herein called "Owner or College or PGCC", collectively "the Parties".**

**RECITALS.** The Contractor has been awarded a contract to provide services, as needed, for PGCC upon the terms and conditions set forth in Master Agreement \_\_\_\_\_ and herein, and the Contractor is willing to undertake those services ("the Services") upon such terms and conditions.

**TASK ORDER AGREEMENT DOCUMENTS**

This Task Order Agreement consists of multiple documents as follows in the order of precedence:

- This Task Order Agreement Form and any Amendments;
- Master Agreement \_\_\_\_\_ and any Amendments;
- \_\_\_\_\_ and all Addenda;
- Attachment A: \_\_\_\_\_
- Attachment B: Contractor's Part B Proposal and Best and Final Offers; and,
- Work Orders and Purchase Orders Terms and Conditions, issued under this Contract, whether attached hereto or not.

In addition to the Master Agreement's terms and conditions the Parties agree as follows:

**Article 1.** Time of Completion -- The project shall commence in accordance with the Owner's Notice to Proceed, and shall be completed in accordance with the following schedule:

C. Pre-construction Services: 23 weeks (measured in calendar days) following receipt of Notice to Proceed from Owner and for the Pre-Construction Phase.

1. 161 calendar days

D. Construction Services: 129 weeks (measured in calendar days) following receipt of Notice to Proceed from Owner for the Construction Phase.

1. 903 calendar days

**Article 2.** The Contract Price -- The Owner shall pay the Contractor (subject to additions and deductions specified herein, or as specified and approved by the College at a later date) as follows:

b. Pre-Construction Phase Services

\_\_\_\_\_

c. Subject to future availability of funds in an amount sufficient to complete the project inclusive of Guaranteed Maximum Price (GMP), the Construction Phase Services Fee of \_\_\_\_\_

d. The GMP for construction shall be approved to the Contractor through a contract modification or Amendment, if applicable.

**Article 3.** Other Provisions

A. Contractor has committed to a goal of **twenty five percent (25%)** Minority Business Enterprise (MBE) participation under this contract.

**Prince George's Community College**

**Contractor**

By: \_\_\_\_\_  
VP for Administrative and Financial Services

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



Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_