



PRINCE GEORGE'S COMMUNITY COLLEGE

Request for Proposal

On-Call Construction Management (CM)/Construction Management At Risk (CM/CMAR) Services

for

Prince George's Community College

Solicitation No. RFP 20-06

ISSUE DATE: November 27, 2019

ISSUING OFFICE:	Prince George's Community College (PGCC) Office of Procurement
ADDRESS:	301 Largo Rd., Kent Hall Suite # 264 Largo MD 20774
PROCUREMENT OFFICERS:	Beth Vu Kirk, Director of Procurement 301-546-0007 kirkbv@pgcc.edu and Adrienne Smith, Procurement Coordinator 301-546-0015 asmith5026@pgcc.edu
PROJECT MANAGEMENT:	PGCC Facilities and Construction

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SOLICITATION SCHEDULE

Issue Request for Proposal Part A – Technical	November 27, 2019
Pre-Proposal Conference	December 5, 2019, at 10:00 AM Location Details will be provided via Addendum Location of building and directions can be found on the following website: https://www.pgcc.edu/about-pgcc/maps-directions--parking/
Last Day for Questions	December 16, 2019, 3:00 PM ET
Part B, Pricing/Fee Marlboro Hall Issue Date: (Only invited firms will be required to submit)	December 16, 2019
Technical Proposal Due	January 6, 2020, at 3:00 PM ET
Oral Presentations	January 17, 2020 (Projected) Prospective Awardees will be invited to further participate and provide pricing for the first project, Marlboro Hall
Pricing Proposal	January 24, 2020, 10:00 AM ET Additional information will be provided to invited short-listed firms, only.
Notification To Prospective Awardee/s	February 1, 2020 (Projected)
Contract Execution/BOT Approval For Marlboro Hall Project	February 13, 2020 (Projected)

SECTION I INSTRUCTIONS

TO PROPOSERS

SECTION I INSTRUCTIONS TO PROPOSERS

A. SUMMARY

1. This Request For Proposal (RFP) is for the Prince George's Community College (herein referred to as the College or PGCC) to select On Call Construction Management (CM)/Construction Management At Risk (CM/CMAR) firms to provide professional construction management services for the Prince George's Community College, Largo, MD, upon the issuance of a Task Order. The Construction Manager At Risk (CM/CMAR) will provide "on call" preconstruction and construction services for the Marlboro Hall project and/or the utilizing the Construction Management with Guaranteed Maximum Price method of contracting. For purposes of this procurement and the resulting contracts, the meaning of "on-call" is as follows: The Contractor (s) are to be available (on call) as projects arise to provide pre-construction and/or construction services for PGCC the College cannot, however, forecast what this frequency of use will be.
2. The College anticipates multiple awards with On Call Contracts in place by February 2020, or until Board approval. The base contract will be for two (2) years and will be renewable for three (3) additional one-year periods at the sole discretion of the College. Award of Projects: Due to the nature of CM/CMAR work and the anticipated size of projects to be done under this contract, the College will be competing each project among all available awarded CM/CMAR firms. Projects will be awarded as a CM/CMAR with Guaranteed Maximum Price (GMP) for preconstruction and construction services on a task order by task order basis, unless modified by the College, for any given project. The College may choose to request only pre-construction services, only construction services and/or a combination of services for any task described herein.
3. All proposers further understand and agree that the College is not able to provide estimates, completed contract documents for all projects requiring CM/CMAR services. Resulting from this RFP, the College shall award one of awarded contractors the first project, Marlboro Hall. However, the College makes no guarantee that any or all of the estimated work will be assigned to the successful On-Call CM/CMAR Contractor(s).
4. Technical Proposals will be based on requirements identified in Section II

B and C.

Price Proposals will be requested based on the requirements identified in Section II D and in Part B, Price Proposal Marlboro Hall, issued per the Solicitation Schedule. Although, this RFP may result in a multi- award. One contractor shall be awarded the Marlboro Hall project.

On an as needed basis, Task Orders under this contract will be competed among successful CM/CMAR firms based on the scope of service required by the College for the project and the quote pre-construction fee, construction fee, and general conditions (as required for each project) on a task order basis. The task order may be concurrent with the award of the base contracts for On-Call CM/CMAR (the "Proposed Project") to the On Call whose complete proposal is the most advantageous to the College.

6. Upon selection of the CM/CMARs, and approval by the Prince George's Board of Trustees, if applicable, the Contracts will be executed.
7. The CM/CMAR will be an integral member of the Project Team, consisting of representatives from the College, the User, the Architect, the Architect's consultants, and other consultants, as required. Generally, it will be the responsibility of the CM/CMAR to integrate the design and construction phases, utilizing his skills and knowledge of general contracting, to develop schedules; prepare project construction estimates and constructability reviews; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the project during the Pre- Construction/Design phase.
8. During the construction phase, the CM/CMAR will be responsible for constructing the Project under the Guaranteed Maximum Price (GMP) inclusive of all construction services therein.
9. Subsequently, and in accordance with the terms and conditions of this RFP, a Modification to the CM/CMAR Task Order is anticipated to be issued for construction services upon acceptance by the College of the GMP(s) (as described elsewhere in this document). The Task Order will determine Pre-Construction and Construction Phases of each project.
10. Work performed under this Contract shall be in accordance with the College's "Construction General Terms and Conditions of the Contract", which is included with this RFP, as modified or supplemented by any Amendments, Special Conditions, and the Contract Documents as listed herein and/or at a later date.

B. ISSUING OFFICE

1. The Issuing Office is:

Prince George's Community College
Office of Procurement
301 Largo Rd., Largo MD 20774

Beth Vu Kirk, Director of Procurement
301-546-0007
kirkbv@pgcc.edu

and

Adrienne Smith, Sr. Buyer
301-546-0015
asmith5026@pgcc.edu

2. The Issuing Office shall be the **sole** point of contact with the College for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement are to be directed in writing to the individuals listed under Issuing Office.

C. PRE-PROPOSAL CONFERENCE

1. Pre-proposal conference will be held at the date, time and location specified in the Solicitation Schedule.
2. Attendance is strongly recommended.

D. DUE DATE AND TIME

1. The Technical Proposal must be received at the issuing office by the date and time indicated in the Solicitation Schedule in order to be considered.
2. Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

E. LATE PROPOSALS

Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the proposal to the specified

location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Procurement Officer, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the College. A record of the late proposal, request for withdrawal, or modification of the proposal, shall be made in the appropriate procurement file.

F. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

G. QUESTIONS AND CLARIFICATIONS

1. Should a Proposer find discrepancies in the RFP documents, be in doubt as to the meaning or intent of any part thereof, he/she must, not later than 10:00 AM ET, December 16, 2019, request clarification in writing from the Issuing Office. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the College. Requests shall include the RFP number and name.
2. Questions and inquiries shall be directed to the individual(s) reference with the Issuing Office above. Questions must be received by the due date and time noted in the Solicitation Schedule. Any questions received after the due date/time may not be responded to. The College has sole discretion to respond to late questions if deemed beneficial for all potential proposers. It is the responsibility of the potential proposers to ensure the college receives and responds to all submitted questions and to check the College's website for all pertinent documents relating to the procurement.
3. Items affecting the scope of work or conditions of the Contract shall be subject to the conditions of Amendments.

H. TERMINOLOGY

All references in this RFP to the Construction Management (CM)/Construction Manager At Risk, Proposer, Architect, and other person or persons are made relative to the singular or plural person, (e.g. "he", "him", "them", "they", etc.) These are intended only as generic terms relative to number and gender and are employed solely to simplify text and to conform to commonly used construction specification language.

I. SITE INVESTIGATION

By submitting a proposal for each project, the Proposer acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to acquaint themselves with the available information will not relieve them from the responsibility for estimating properly the cost of successfully providing the services required. The College shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the College.

J. PROPOSAL SECURITY

With submission of a Price Proposal for each project in accordance with this RFP, all Proposers are required to comply with the following proposal security requirements:

1. The Proposer shall furnish (included with the Price Proposal) a "Proposal Bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the Price Proposal and shall be in the form specified in Part A and Part B of the RFP.
2. Per the College's Procurement Policies and Procedures, a certified check or cash escrow may be accepted in lieu of a proposal bond. If approved by the College, a proposer may furnish a personal bond, property bond, or bank or savings & loan associations' letter of credit on certain designated funds in the face amount required for the proposal bond. Approval shall be granted only upon a determination that the alternative form of security offered affords protection to the College, equivalent to a corporate surety bond.
3. Should the Proposer to whom the contract is awarded fail or be unable to execute the Contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Proposer to whom the award subsequently is made shall be paid to the College not as a penalty but as liquidated damages.
4. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the GMP, shall be furnished, in the form specified in Section VIII of this RFP upon acceptance of the GMP by the College.
5. At the time of presentation of each Guaranteed Maximum Price for each Phase of the work, the Construction Manager At Risk will be required

to comply with proposal security requirements and provide an additional proposal (bid) bond or other acceptable security on the terms and conditions set forth in J.1 above. Should the Construction Manager At Risk fail to execute the Modification to the Contract, and the College is required to re-solicit for services, then an amount equal to the difference between the accepted price and that of the person or entity that serves as Construction Manager At Risk subsequently shall be paid to the College as Liquidated Damages.

K. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

1. The College reserves the right to cancel this RFP at any time before the date set for the receipt of proposals.
2. The College reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the College. For the same reason, the College reserves the right to waive any minor irregularity in a proposal.

L. IRREVOCABILITY OF PROPOSALS

Proposals shall be valid for a minimum of one hundred twenty (120) days following the closing date of this RFP. If an award is not made during that period, the proposal shall automatically extend for another one hundred twenty (120) days, unless the Contractor gives specific written notice to the Procurement Officer at least fifteen (15) days before the expiration of the then current one hundred twenty (120) day period. Proposals shall automatically renew for an additional one hundred twenty (120) days until such time as an award is made or proper written notice is given to the College of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.

M. LICENSES AND QUALIFICATION

1. Proposers must be licensed as required by the Business Regulation Article of the Maryland Annotated Code (Sections 17-301 through 17-308) and shall submit proof of current licensing with their technical offers.
2. The College reserves the right to require a Proposer to demonstrate that he has the skills, equipment and other resources to satisfactorily perform work of the nature and magnitude necessary to complete the project within the proposed contract schedule.

N. AMENDMENTS AND ADDENDA

Oral explanations or instructions will not be binding; only written Amendments

will be binding. Amendments/Addenda will be posted on the College's website. Proposers shall acknowledge the receipt of all Amendment(s) in the space provided on the Proposal Form.

O. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the RFP.

P. CONFIDENTIAL / PROPRIETARY INFORMATION

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Proposals will not be publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is NOT sufficient to preface your entire proposal with a proprietary statement.

Q. FINANCIAL DISCLOSURE BY PERSONS DOING STATE BUSINESS

Proposers providing materials, equipment, supplies or services to the College must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the College 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 address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

R. ARREARAGES

Section 7-222 of the State Finance and Procurement Article of the Maryland Annotated Code, provides that the Comptroller may not, except under the conditions specified therein, issue a warrant for payment to a person or entity if the person or entity owes \$50 or more to the State, a unit of the State government, or any governmental entity under the control of the State.

By submitting a response to this solicitation, the proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so during the term of the contract. Should the proposer have an arrearage in excess of \$50 at anytime during the contract, applications for payment submitted by a contractor, even if approved for payment by the College, may not be processed by

the Comptroller.

S. PROPOSAL AFFIDAVIT

1. The Bid/ Proposal Affidavit included in Attachment A must be executed by each responding Proposer and submitted with the Proposer's Price Proposal.
2. Conflict of Interest Information/Affidavit and Disclosure included in Attachment B must be executed by each responding Proposer and submitted with the Proposer's Price Proposal.

T. MULTIPLE / ALTERNATIVE PROPOSALS

Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFP.

U. JOINT VENTURE PROPOSERS

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

V. INCURRED EXPENSES

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

W. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

X. PREVAILING WAGE RATES

Prevailing wage rates is required for all projects awarded under this RFP/Contract,

unless otherwise determined by the College not required. CM/CMARs shall be required to provide proof rates are consistent with prevailing wage requirements, for any given project.

Compliance with Prevailing Wage Rates in accordance with the General Terms and Conditions of the Contract.

Y. LIQUIDATED DAMAGES

1. In the event the CM/CMAR fails to complete the construction phase work by the Contract date of Substantial Completion, the CM/CMAR shall pay to the College the sum indicated as specified in "General Terms and Conditions of the Contract", not as a penalty, but as liquidated damages.
2. Liquidated Damages will be established for each project and be included with each Task Order. The minimum will be \$2000 (unless lowered by the College's sole discretion due to the project value); additional amounts will be determined for specific projects.

Z. DISCUSSIONS

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

AA. Intentionally Left Blank

BB. COMMERCIAL NONDISCRIMINATION CLAUSE

1. "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from Participating in State Contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

END OF SECTION I

SECTION IA

APPENDIX M TO SOLICITATION

PRINCE GEORGE'S COMMUNITY COLLEGE MINORITY BUSINESS ENTERPRISE PARTICIPATION

I. PURPOSE

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

II. MBE Goals and Sub Goals

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

By submitting a response to this solicitation, the bidder or offeror agrees that these percentages of the total dollar amounts of the contract will be performed by minority business enterprises as specified.

An **MBE prime contractor** — may accomplish 100% the required MBE goal. A prime contractor utilizing MBE partner(s) will accomplish the MBE subcontract goal with preferably certified and local MBE subcontractors.

III. TECHNICAL PROPOSAL REQUIREMENTS

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

1. A completed *MBE Utilization Affidavit (see Appendix A)* whereby the bidder or offeror acknowledges the MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
2. MBE Participation Schedule (see Appendix B) whereby the Proposer/Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission of the Price Proposal. The bidder or offeror shall specify the percentage of the contract value or dollar amount and the items of work associated with each MBE. subcontractor identified on the MBE Participation Schedule.

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

required, the Procurement Officer may deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

IV. NOTICE OF CONTRACT AWARD: Within 10 working days (unless modified by the College) from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

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

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

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

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

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

V. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly (unless otherwise modified by the Procurement Officer) to the Procurement Officer, hereafter referred to as “Department” or the College’s third party designee a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days (unless otherwise modified by the Procurement Officer), as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer or designee on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the College’s representatives verifying compliance with the MBE

participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

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

Note:

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

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

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

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

PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

To Be Provided with the Price Proposal

I hereby declare and affirm that I am the _____
(Title)
and the duly authorized representative of _____

(Name of Bidder)

1. I further declare and affirm that the Bidder acknowledges the Minority Business Enterprise participation goal of not less than ___percent of the total contract amount, and commits to make a good faith effort to achieve the goal.

Therefore, I will not be seeking a waiver pursuant to MBE provisions included in this solicitation.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with the provisions included in the solicitation or as requested by the College at a later date.

2. If requested and/or required under this solicitation by PGCC to submit an MBE Participation Schedule with our firm's Technical Proposal, I acknowledge that I will/have identify/ied the MBE's that meet the College's MBE status and goal requirements, per the solicitation documents.

3. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award, whichever is earlier.

- (a) Outreach Efforts Compliance Statement (M-C Form)
- (b) Subcontractor Project Participation Certification (M-D Form)
- (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

4. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided (or will be provided) not less than the same information and amount of time to respond as were (are) non-

MBE subcontractors.

5. I understand that my failure to comply with the requirements of this solicitation and the contract may result in my being assessed liquidated damages as stated in the Contract issued with this solicitation.

6. I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH INITIAL TECHNICAL PROPOSAL

MBE Participation Schedule
(for submission with Technical or Price Proposal, as specified in the RFP)

To Be Provided with the Price Proposal

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

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

**USE THE ATTACHED CONTINUATION PAGE AS NEEDED
SUMMARY**

TOTAL MBE PARTICIPATION: _____ % \$ _____

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

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

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

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

TOTAL OTHER MBE PARTICIPATION: _____ % \$ _____

Document Prepared By: (please print or type)

Name: _____ Title: _____

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

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

Form M-C

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

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

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

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

4. **Please Check One:**

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

5. **Please Check One:**

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

IF PROPOSER IS NOTIFIED AS THE APPARENT AWARDEE:

M- D

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

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

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

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

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

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

Prime Contractor Signature

By: _____
Name, Title
Date: _____

Subcontractor Signature

By: _____
Name, Title
Date: _____

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

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

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

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

Contact person: _____
Dept: _____
Address: _____

E-mail: _____

Signature: _____ Date: _____

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

<p>Report#: _____</p> <p>Reporting Period (Month/Year): _____</p> <p>Report is due by the 15th of the following month, or as requested by the College.</p>	<p>Contracting Unit: _____</p> <p>Contract/PO Amount: _____</p> <p>MBE Subcontract Amount: _____</p> <p>Project Begin Date: _____</p> <p>Project End Date: _____</p> <p>Services Provided: _____</p>
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MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>Total Dollars Paid: \$ _____</p>	<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>Total Dollars Unpaid: \$ _____</p>	
Prime Contractor:		Contact Person:

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

Contact Person: _____
Dept.: _____
Address: _____

E-mail: _____

Signature: _____ Date _____

PRINCE GEORGE'S COMMUNITY COLLEGE

MINORITY BUSINESS ENTERPRISE PARTICIPATION ADDITIONAL PROVISIONS

The College reserves its right to change and modify any and all MBE provisions, at anytime, at its sole discretion.

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

MBE 2. Waiver.

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

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

MBE 2.2. A waiver of a MBE contract goal may be granted only upon a reasonable demonstration by the bidder that MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the College determines that the public interest is served by a waiver. In making a determination under this section, the College may consider engineering estimates, catalogue prices, general market availability, and availability of MBEs in the area work

is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the college and any other relevant factor.

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

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

MBE 4. Compliance.

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

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

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

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

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

- (a) Termination of the Contract in whole or in part for cause;
- (b) *Liquidated damages;

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

MBE 4.4 Liquidated Damages.

Liquidated damages may include but are not limited to:

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

MBE 4.5 Other Provisions

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

END OF SECTION IA

SECTION II PROPOSALS

AND

EVALUATION

SECTION II PROPOSALS AND EVALUATION

A. PROPOSAL SUBMITTALS

Responses to the RFP shall consist of the following:

1. **Verification of Mandatory RFP Requirements:** If requested by the College, Proposers may be required to provide additional evidence of compliance with the Mandatory Requirements of this RFP. Proposers shall include within their proposal sufficient evidence of meeting the Mandatory RFP Requirements.
2. **Technical Proposal:** Proposers shall submit one (1) original and five (5) copies (for a total of 6) of the Technical Proposal, as well as a CD or a flash drive, of the Technical Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Technical Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Technical Proposal, as this is considered by PGCC to be the official Offer from the Proposer.

By providing a CD or flash drive, Offeror grants PGCC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes. The Technical Proposal on the CD/flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by PGCC.

- 2.1 The Technical Proposal shall not have any references to the proposed prices, or the Price Proposal. If any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer.
- 2.2 The original Technical Proposal shall be clearly marked as the original.
- 2.3 Technical proposals shall be submitted in a sealed envelope. All required copies of the proposal shall be in one envelope. The envelope shall be properly labeled with "Technical Proposal". In addition, the following shall also be indicated on the outside of each envelope:
 - a. The Solicitation Number (from the cover page of this Request for Proposal)
 - b. The date and time the proposals are due
 - c. The title of the projects
 - d. The name, physical address, email and phone number of the person, firm or corporation making the proposal.

3. Price Proposal Submittal: Only firms that are considered technically acceptable and susceptible for award following the evaluation of Technical Proposals and Oral Presentations (if exercised) will be invited to submit a Price Proposal for the Marlboro Hall Project.

Proposers shall submit one (1) original and five (5) copies (for a total of 6) of the Price Proposal when requested by the Procurement Officer.

- 3.1 The original Price Proposal shall be clearly marked as the original, as well as a CD or a flash drive, of the Technical Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule, as well as listed on the cover of this RFP, in order to be considered. Price Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Price Proposal, as this is considered by PGCC to be the official Offer from the Proposer.

By providing a CD or flash drive, Offeror grants PGCC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes. The Technical Proposal on the CD/flash drive must be compiled as one document and provided in pdf and WORD/Excel for ease of use by PGCC.

- 3.2 Price proposals shall be submitted in a sealed envelope. All required copies of the proposal shall be in one envelope. The envelope shall be properly labeled with "Price Proposal." In addition, the following shall also be indicated on the outside of each envelope:

- a. The Solicitation Number (from the cover page of this Request for Proposal)
- b. The date and time the proposals are due
- c. The title of the project
- d. The name, physical address, email and phone of the person, firm or corporation making the proposal.

4. Cover/Transmittal Letter: A cover letter prepared on the Proposer's business stationery shall accompany both the Technical and the Price Proposal Submittal. The purpose of this letter is to transmit the Proposal. Therefore, it should be brief, but shall list all items contained within the Proposal. The letter shall be signed by an individual who is authorized to bind his firm to all statements, including services and financial, contained in the Proposals. Include a copy of the cover letter in each copy of the proposal.

5. Signing of Forms: The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation,

shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there shall be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

6. **For Non-Resident Firms:** A copy of the current statute, policy, procedure, or executive order of the resident firm's State if that State gives a preference to resident firms. See "Reciprocal Preferences for Resident Responders" in Section I of this RFP for additional information.
7. The information provided with the Technical Proposals, including samples of documents, does not relieve the CM/CMAR from any obligations under SECTION V of this RFP, and as specified by the College at a later date. The fact that a CM/CMAR is selected does not mean acceptance of all the information or all samples provided.

B. TECHNICAL PROPOSAL REQUIREMENTS

1. Failure to include any of the information required may render a proposal unacceptable. Criteria are listed in the order of importance. Proposer shall describe in detail and provide evidence supporting the qualifications below. Technical Proposals shall be compiled in the order listed below.

The College reserves the right to check any reference source at its sole discretion, including sources not identified by the proposer. The College may also consider the performance of the proposer on any/all projects performed for the College prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

2. **Mandatory Requirements:** Firms who do not meet the mandatory requirements may not be considered.

- 2.1 A Proposer shall have a minimum of ten (10) years Construction Management At Risk (CM/CMAR) in order for his proposal to be considered.
- 2.2 Provide a list of completed projects to demonstrate compliance with the minimum CM/CMAR at Risk experience requirement. For each project include only the construction cost, the date of Substantial Completion, and the owner's name, contact person and phone number. The information will be used to verify experience with the indicated project delivery approach; the projects listed will not be evaluated for similarities.
- 2.3 If the Proposer is a joint venture (JV) firm, include a copy of the joint venture agreement or, if not yet formed, a letter signed by both joint

venture parties stating the intent to form a joint venture.

- a. One joint venture party shall have a minimum of five (5) years Construction Management at risk experience, and the other joint venture party or parties shall have a minimum of three (3) years CM/CMAR at risk experience. Provide a list of completed projects for each joint venture party to demonstrate compliance with the minimum CM/CMAR at Risk experience.
- 2.4 Using the information provided by the proposer, the College may contact the Customer/Owner references for the projects listed to demonstrate compliance with the Mandatory Requirements.

3. Key Personnel

By submitting the individuals for consideration as key personnel, the Proposer is committing these individuals to the College for the duration of the contract, if awarded the contract. Should circumstances necessitate a personnel change, the CM/CMAR shall submit a written change request to replace key personnel. All personnel change request shall include sufficient information to demonstrate that the proposed individual meets or exceeds the qualifications of the Key Personnel to be replaced. No personnel changes will be permitted without the prior written authorization by the College.

- 3.1 **Organizational Chart:** Provide CM/CMAR team organizational charts for Pre- Construction and Construction services. Include the personnel organizational chart for this Project on the page opposite the resume of each individual, and highlight this individual on the chart.
- 3.2 **Personnel Plan:** The Personnel Plan indicates the minimum personnel and their time commitment required on the project. Provide the information required on an 11 x 17 pdf of the Personnel Plan issued with the solicitation documents.
 - a. Identify the name of the proposer and the date.
 - b. Key personnel are those personnel for whom the proposer is required to provide the individual's name on the Personnel Plan. Provide the names of the key personnel on the Personnel Plan.
 - c. Identify proposed additional personnel. The proposer shall provide the personnel necessary to meet all Contract obligations.
 - d. The location of field personnel is indicated as "project site." Identify the office location of non-field personnel, and the locations of proposed additional personnel.
 - e. The percent of time indicated on the Personnel Plan for the pre-construction, construction, acceptance, and contract completion phases is the minimum required commitment for each person. An indication of 100 percent time requires a full-time commitment to this project; time shown at less than 100 percent is the minimum

commitment required. Percentages of time are based on full-time personnel. Proposers may increase the percent of time indicated, but may not decrease the indicated percent of time.

- f. The Personnel Plan indicates the minimum personnel and time commitment required. Additional personnel or time commitment may be necessary for effective management of the project. In such case, the proposer shall identify the additional personnel and the percent of their time committed to the project on the Personnel Plan.

3.3 **Commitment:** Include a statement committing to assigning these proposed personnel if Proposer is the selected CM/CMAR firm.

3.4 **Resumes:** Provide a detailed but concise resume for all named key personnel on the Personnel Plan. Such personnel shall include the Project Executive, Project Manager (person who despite title, will be responsible for the day to day contact between the CM/CMAR and the College), Field Superintendent(s), Cost Estimator, Scheduler or Scheduling Consultant, and other key personnel who may be required. Provide the names of one (1) Account Executive/ Vice President, two (2) Project Managers and two (2) Field Superintendents (100% on site supervisor) to assigned under this contract, if awarded.

Within the resume, include the following information about each individual:

- a. Educational background, including degrees received.
- b. Work experience with the Proposer, including duration of employment, with dates, and position(s) held.
- c. Work experience with prior employers, including duration of employment, with dates, and position(s) held.
- d. Project experience, preferably on one or more of the six projects submitted in response to Part B, in this Section, with emphasis on projects similar in size and nature to this Project.

Indicate if project experience is with a prior employer.

Provide a brief description of each project, including project delivery method, project type, building type, building size, project construction cost, dates (month and year), and the specific role. Indicate if that individual's role was performed during design, construction or both. If the individual's role was not performed for the entire design and/or construction phases, indicate the period (month and year). If the specific role was performed for a particular part or aspect of the project, provide details.

- 1) **Project Executive (PX):** The PX shall demonstrate experience in a similar role for the various project values/sizes provided. The PX shall have eight (9) years minimum experience in large project management role. At minimum the resume provided must demonstrate the management of medium and large valued projects as defined below.
- 2) **Project Manager (PM):** The PM shall demonstrate experience in a similar role for the various project values/sizes provided. The Project Manager shall have eight (8) years minimum experience in large project management role. At minimum the resume provided must demonstrate the management of medium and large valued projects as defined below.
- 3) **Superintendent(s):** The Superintendent(s) shall demonstrate experience in the various project values/sizes provided. The Superintendent shall have eight (8) years minimum experience in a similar superintendent role. At minimum the resume provided must demonstrate the management of medium and large valued projects as defined below.
- 4) **Cost Estimator** shall demonstrate experience in a similar role during the pre-construction phase, in the various project value/sizes provide.

Also include and explain specific experience estimating early design concepts and options, Value Engineering and reconciliation of estimates.

- 5) **Scheduler:** The Scheduler or Consultant shall have five (5) years minimum experience in CPM schedules for construction work of a complexity comparable to the proposed project listed later in this section, and shall have use of computer facilities capable of delivering detailed graphic and tabular printouts, and electronic transfers of data. The CM/CMAR may substitute an internal scheduler for the Schedule Consultant, if the above conditions are met. Identify this individual on the personnel organizational chart. It is preferable that this individual not have any other duties on the Project. At minimum the resume provided must demonstrate the management of medium and large valued projects as defined below.
- 6) **Building Information Modeling (BIM) Consultant:** The BIM Consultant shall demonstrate experience on a similar role in five (5) projects of a complexity comparable to this

Project, The BIM consultant can be a CM/CMAR employee. Identify this individual on the personnel organizational chart. It is preferable that this individual not have any other duties on the Project.

- 7) Highest consideration will be given for demonstrating successful experience with projects similar to large valued projects. Lower consideration will be given to smaller projects, projects of less complexity and projects with traditional (i.e. closed book) construction management delivery method. Lowest consideration will be given to projects with general construction delivery method.
- 8) Include all information required regarding key personnel with each individual's resume. Information included elsewhere in the Proposal may not be considered in the evaluation of the key personnel.
- 9) **Project Engineers:** Project Engineers do not need to be identified until the construction phase starts. Their names and resumes shall not be included in the technical proposal. However, their resumes shall be submitted before they start working on the project.

The following are the minimum requirements for a Project Engineer: 1) College degree in Architecture, Engineering or related field and experience on a similar role in one (1) project of similar size; or 2) Experience in a similar role in four (4) projects of similar size and complexity in lieu of the indicated college degree.

- 3.5 **Team Matrix:** Include a matrix that identifies the experience that individual members on the CM/CMAR's team have working together.
 - a. Higher consideration will be given to teams that have demonstrated success working together, and working together on the reference projects submitted as requested later in this SECTION. However, key personnel's experience on similar projects is more important than previous working relationships.

4. Experience and Past Performance:

The College may contact the Owner's references or other references for the example projects submitted by the proposer to demonstrate "Experience and Past Performance". Proposers should verify the accuracy of reference contact information before submitting their proposal. The College will hold all reference data in strict confidence.

- 4.1** Each Proposer shall submit information on a total of **six (6)** successfully completed projects representing a range of **small (\$1 M-\$10M), medium (>\$10M-\$50M) to large (>\$50M-\$100M) valued projects**, which have achieved substantial completion within the past ten (10) years, which must have been substantially complete for at least six (6) months, and which demonstrate the Proposer's experience with projects that exemplify the following Main Characteristics of the proposed Project. **Two (2) of the six (6) submitted project must be within the range of a large project noted above.**

All submitted projects must include the following information:

- a. Construction Cost: Provide Value

- b. Facility Size: Provide Facility Size, Square Footage

- c. Delivery Method: Provide the type of method, for example: Construction Management with GMP at Risk

- d. Project Type: Provide the type, for example: Occupied Phased Renovation or New Construction, etc.

- e. Building Type: Provide the Building type, for example: Academic building with classrooms, lecture halls, computer labs, offices, research and scientific laboratories, residential building with bedrooms, kitchens, dining rooms, lounges, etc. and multipurpose spaces.

- f. Setting: Provide the setting, for example: Higher Education, on campus with tight site constraints and active car and pedestrian activity

- g. Site Improvements: provide if any site improvements were and utility work, parking, landscaping, vehicle and pedestrian access.
provides: Road

- h. Sustainability: Provide if the project met or exceed the LEED Certification Level indicated in the Project Description and enhanced commissioning of all systems.
- i. Design Technology: provide the Design Technology used, for example Building Information Modeling

- 4.2 If the Construction Manager has multiple offices, submitted projects shall have been managed by the firm's office that is proposed to manage this Project or managed using the same approach proposed for this Project. Projects not performed by the office or branch/regional office proposed to manage this Project will not be considered.
- 4.3 If the Proposer is a joint venture (JV) firm, at least one (1) of the example projects shall have been completed by the joint venture.
- 4.4 If a firm proposes to utilize two (2) offices or branch/regional offices to manage this project and/or the proposed key personnel are located in two (2) different offices or branch/regional offices, proposers shall follow the instructions established for joint ventures (JV) when submitting the Example Projects. In addition:
 - a. One (1) of the example projects shall have been completed jointly under the same arrangement proposed for this project; i.e. by the same two (2) offices.
- 4.5 For each of these three (3) projects, provide project photograph(s) (color is desirable) with project description on the same or opposing page. Description should include:
 - a. Identification of project, project location, project gross square footage, project type, and building type;
 - b. Method of delivery, i.e., CM/CMAR at Risk/GMP, DB w/GMP, Traditional DB, GC, Negotiated Contract, CM/CMAR agency;
 - c. Original project construction cost at time of award, final project cost and percentage change, explain variance;
 - d. Original completion date at time of award and actual completion date, explain variances;
 - e. Similarities of the reference project to this Project. Higher consideration in the evaluation may be given for example projects

incorporating the Main Characteristics of this Project (identified above).

- f. Project owner's name, address, and telephone number;
- g. Project executive, project manager, and field superintendent for the project;
- h. If Proposer is a joint venture (JV) firm, each joint venture party is to provide the above experience for the scope of service items for which he will be responsible.

4.6 Highest consideration will be given for 1) complexity of Large Projects submitted; 2) the ability to meet completion deadlines within a specified time frame; 3) demonstrated ability to deliver projects without unreasonable cost growth; 4) sustainable design and construction experience; 5) BIM Experience.

5. Project Planning:

5.1 Provide a description of how the CM/CMAR will be organized and managed, and how the services will be performed in the Pre-Construction and Construction Phases. Include CM/CMAR team organizational charts for Pre- Construction and Construction services. Project planning that offers the same project manager for Pre-Construction and Construction phases shall be given preference.

- a. Provide a Staffing Plan in the format included in loose forms, for preconstruction and construction phases. Include the percentage of time that each team member will spend on the Project.
- b. Describe how the Proposer intends to attract trade contractors to ensure receipt of multiple bids from qualified contractors for each trade package.
- c. The College recognizes different CM/CMAR firms provide preconstruction services under different organizational structures. For the purpose of compliance with the minimum time requirements for this project, the combined participation by the Project Executive and the individual proposed to lead preconstruction must meet or exceed the combined participation of the Project Executive plus the Project manager shown on the Personnel Plan.
- d. Contractor shall adhere to the requirements set forth regarding minimum full-time personnel, established in each Task Order/Project, determined by the College at a later date.
- e. Describe how the Proposer intends to implement and manage

construction with the field personnel, home office personnel, and any consultants being proposed.

- f. Identify the person(s) responsible for overall management of this Project, and the key person proposed to be responsible for each of the following activities:
- 1) Pre-Construction: Interdisciplinary Construction Documents review; constructability reviews; cost models and estimates; schedule; value engineering; procurement; BIM and MBE requirements.
 - 2) Construction: Coordination of Trade Contractors; vendors, suppliers, safety; quality control/ inspections; submittal review; construction waste monitoring; contract modification review; claims resolution; schedule control; commissioning; payment approval; LEED documentation, BIM and MBE compliance.
- 5.2 Team's logistics during preconstruction and construction, especially if the CM/CMAR is not located in the Baltimore/Washington area (or in proximity to the project site). Describe plan to attend regular design/preconstruction meetings given the physical location of the key personnel. Focus on the project described on this solicitation and minimize generic information. Provide examples of projects managed under similar geographical conditions.
- 5.3 Provide a descriptive summary, developed in response to the RFP, of the proposed approach to the services indicated below. This information shall clearly demonstrate the CM/CMAR's experience providing these services.

Where sample documents or reports are requested below, limit the samples to five (5) pages; if a sample is larger, only include the five (5) most significant pages.

Do not include sample documents not specifically requested or exceed the indicated number of pages. Provide the information in the exact order indicated, using the headings indicated.

- a. **Safety:** Describe safety protocols employed during the implementation of construction. Include information regarding standard daily practices, utilization of weekly "tool box" sessions for Sub-Contractors in which Safety issues are reviewed. Confirm mechanisms employed to monitor entire job site, including site perimeter, to assure safe conditions for all project employees and members of the surrounding community. Provide a sample Safety program report from one (1) of the projects submitted in response to Part B of this SECTION.

- b. **Value Engineering:** Describe the process by which Proposer performs value engineering so as to achieve an appropriate balance between costs, aesthetics and function. Provide a sample value engineering report from one (1) of the projects submitted in response to Part B of this SECTION.

In addition, provide a summary of this value engineering effort inclusive of total number of items studied, total dollar value, total number of accepted items, and total corresponding value of the accepted items.

- c. **Constructability Reviews:** Identify four (4) constructability issues in regard to one of the projects submitted in response to Part B of this SECTION, and provide a brief description of the Proposer's approach to reviewing each. Provide a sample report from one (1) of the submitted projects. Provide a detailed description of the Proposers' process for constructability review of Construction Documents.
 - d. **Quality Control:** Describe the proposed means of implementation of quality control throughout construction. Provide samples/ examples of the proposed quality control program inclusive of applicable documentation.
 - e. **Close-Out Process:** Describe typical Close-Out protocols and functional steps previously employed to assure effective close-out and acceptance of prior projects. Identify punchlist procedures, execution of commissioning and TAB requirements and demonstrate satisfactory completion and delivery of all necessary close-out materials, e.g., attic stock, O&M Manuals, project financial reconciliation documents.
- 5.4 **Provide a Schedule:** Develop a realistic conceptual schedule with a minimum of 100 activities and a maximum of 200 activities which clearly explains the preconstruction, bidding, GMP procurement, GMP proposal submission; construction, acceptance and contract completion phases required to complete the project within the time frame indicated in Section III of this RFP, or as specified by the College at a later date. Show major milestones, major deliveries and durations for major activities. Show the proposer's high level thinking about the project and a general plan of action. The schedule shall assume a construction start on the date indicated in Section III.
- 5.5 Highest consideration will be given to proposals that include descriptions written specifically in response to this RFP and minimize generic information; that provide all the information requested and comply with the instructions indicated regarding samples documents.

6. LEED and BIM Experience:

- 6.1 Proposers shall describe the proposed Key Personnel's previous experience with Sustainable or "Green" Building design and construction practices. Description shall include quantity, type and size of project experience for each individual. Projects that have received certification by U.S. Green Building Council (LEED Rating System) or another agency recognizing environmentally sensitive building performance or energy performance shall be given preference. Projects need not be the same as those submitted in response to Part B of this SECTION.
- 6.2 Proposers shall describe the proposed Key Personnel's previous experience with Building Information Modeling (BIM). Description shall include quantity, type and size of project experience and specific uses of BIM on these projects (e.g. spatial coordination, scheduling, quantity take off; site logistics plan, etc.) for each individual. Projects need not be the same as those submitted in response to Part B of this SECTION.
- 6.3 Highest consideration will be given to proposals that include key personnel with demonstrated LEED and BIM experience.

7. Safety Record:

Proposers shall submit with their proposals the company's Experience Modification Rating (EMR)

8. Economic Benefits:

Proposers shall submit with their proposals a narrative describing the benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. The "Construction Cost Limit" indicated in Section III - General Provisions, Part A- Project Overview of this RFP shall be used as the basis. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. Proposers shall take into consideration the following factors (**Do not include any details of the price proposal with this information**):

- 8.1. The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers and joint venture partners. Be as specific as possible. Provide breakdown of expenditures in this category.
- 8.2. The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed at both prime and, if applicable, subcontract levels.

- 8.3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- 8.4. Estimated percentage of Subcontract/Supplier dollars committed to Maryland small business and MBEs. (These are also included under the first factor 8.1. above).
- 8.5. Estimated percentage of Subcontract/Supplier dollars committed to “local” Maryland businesses. For purposes of this proposal, a “local” Maryland business is a business with its primary base of operations located in the same county as the job site for this project, or a business located within twenty five (25) miles of the job site. (These are also included under the first factor 8.1. above).
- 8.6 Other benefits to the Maryland economy which the proposer promises will result from awarding the contract to the proposer. Describe the benefit, its value to the Maryland economy, and how it will result from the contract award.
- 8.7. Highest consideration will be given to proposals offering the most benefit to Maryland, considering the aggregate of factors 8.1 through 8.6 above.
9. In addition to detailed responses to the aforementioned items in this section, the following documents shall be included with the Technical Proposal:
 - 9.1 Personnel Plan
 - 9.2 MBE Attachment 1A, as applicable
 - 9.3 Acknowledge of Receipt of Amendment – Attachment K
 - 9.4 Copy of Contractor’s license
 - 9.5 Conflict of Interest
 - 9.6 Bid/Proposal Affidavit

C. ORAL PRESENTATION (COLLEGE OPTION)

1. The College will evaluate the technical proposals and may establish a competitive range consisting of the firms whose technical proposals are determined to be the best technically qualified. Upon completion of the technical evaluation, the College may elect to conduct Oral Presentations with each of these firms. The anticipated date for Oral Presentations, if conducted, is noted in the Solicitation Schedule. Proposers will be notified of the date, time, and location of the Oral Presentations.
2. The purpose of the oral presentation is as follows:

- 2.1 To allow the College to meet the Proposer's key personnel.
 - 2.2 To allow the Proposer to highlight aspects of the selected areas of its Technical Proposal; i.e. Experience and Performance, Key Personnel, and Project Planning.
 - 2.3 To respond to specific topics that the College may request in writing before the presentation day.
3. It is anticipated that Proposer will be requested to have at least the following personnel attend and be an integral part of the presentation: Project Executive, Project Manager, Cost Estimator, Scheduler or Schedule Consultant, and Field Superintendent(s).

D. PRICE PROPOSAL

1. The Price proposal shall be submitted after the Technical Proposal and Oral Presentation phase, from only firms that are considered technically acceptable and susceptible for award, in a separate sealed envelope. The envelope shall have written on it in large letters (1) the Proposer's name, (2) the Solicitation number, and (3) the words "Price Proposal". In addition to the requirements set forth in this RFP document, Proposers' Price Proposal shall be in accordance the additional requirements provided in Part B, Price Proposal RFP Marlboro Hall, to be issued per the Solicitation Schedule.

- 1.1 The Price Proposal shall include the following documents which shall be provided in this Part A or Part B of the RFP:
 - a. Price Proposal Form and Fee Matrices
 - b. Proposal Bond Form
 - c. MBE Schedule

Notice Regarding CM/CMAR-At-Risk Solicitations: Proposers are encouraged to include MBE participation in all phases of the project.

If the Proposer intends to engage the services of MDOT Certified MBEs during the Pre-construction Phase, then it must also submit MBE Attachments with the Price Proposal.

If MBE participation is not utilized until the Construction Phase, all other required MBE documentation shall be furnished with the GMP Proposal.

2. The Price Proposal shall be completed typed. The signer shall initial any erasures and/or alterations to the Proposer's pricing in ink. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.
3. Price Proposal shall include evidence of financial stability and bonding

capability by submitting the following:

- 3.1 Current audited financial statement including Income Statement, Balance Sheet and Statement of Cash Flows.
- 3.2 Letter from a surety company licensed to issue bonds in the State of Maryland indicating the Proposer's capability to provide adequate performance and payment bonds for this Project.
- 3.3 Copy of the current Dun and Bradstreet comprehensive report.

E. AWARD CRITERIA AND EVALUATION OF PROPOSALS

1. The College's Proposal Evaluation Committee is a committee composed of College staff members who will represent the College in the evaluation of the submitted Technical Proposals and the Oral Presentations, if applicable. The Committee's recommendation to the Procurement Officer shall be made in the best interest of the College and in conformance with the process described in this RFP.
2. The College reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process.
3. Technical Proposals:
 - 3.1 Technical Proposals will be evaluated by the College's Proposal Evaluation Committee.
 - 3.2 Information provided in response to Part B of this SECTION will be evaluated. Emphasis will be placed on accuracy, clarity, succinctness, and completeness.
 - 3.3 Based on the results of the technical evaluation, the College may develop a list of the firms that are deemed most qualified to perform the services required under this Contract.

The College shall award one firm to perform the CM/CMAR for the Marlboro Hall project. Other firms awarded under this RFP may be utilized/issued work orders/task orders for future projects.
 - 3.4 Further information may be requested by the College during the technical evaluation process.
4. Oral Presentation Evaluation (Optional): Should the College elect to conduct Oral Presentations; the Oral Presentation will be used to adjust scores on the Technical Proposal.
5. Price Proposal Evaluation

- 5.1 The Procurement Officer, considering the recommendation of the Technical Evaluation Committee and the evaluation of Price Proposals will award the Marlboro Hall Contract to the Proposer whose proposal is deemed to represent the best value to the College based on the combined total of technical and price merit. Technical merit may have a greater weight than price.
- 5.2 Price Proposals will not be opened publicly.
- 5.3 Price Proposals will be evaluated based on the combined price of the CM/CMAR fee for Pre-Construction Phase services, the CM/CMAR fee for Construction Phase services, and the General Conditions.
- 5.4 The College may elect to request Best and Final Price Offers.

6. Negotiations/Scope Review

- 6.1 The College reserves the right to make an award based on initial offers without conducting negotiations. If negotiations/Scope Review are conducted after receipt of the final offers, each offer shall be reevaluated as above, and based on the Evaluation Factors, a recommendation for award shall be made.
- 6.2 At the discretion of the Procurement Officer, if it is in the best interest of the College, the negotiation / final offer process may be repeated. A due date will be specified. Failure to submit a best and final offer may not disqualify a Proposer, and their previous offer may be construed as their best and final offer.

7. Final Award for Marlboro Hall:

- 7.1 Final Proposal Rating: The final rating will be based on the combined score of the Technical Proposal and Oral Presentation (if conducted) and the Price Proposal.

F. IMPLEMENTATION – OTHER PROJECTS

1. Solicitations and Proposals: As projects arise, the process will be handled as follows:
 - 1.1 The College will (i) prepare a written scope [including the program and conceptual layout, if any] of work for the particular project inclusive of time frame/schedule, liquidated damages, MBE goal(s), and scope of pre-construction and construction phase services required; and, (ii) conduct a site visit with all available awarded CM/CMAR firms. Changes to requirements identified in this RFP will be spelled out in each task order; otherwise these requirements apply to each.

- 1.2 The CM/CMAR will provide to the College a price proposal (See sample format in appendix) for construction management services for the specified project, inclusive of the following:
 - a. Pre-Construction Phase CM/CMAR fee.
 - b. Construction Phase CM/CMAR fee.
 - c. General Conditions- Lump Sum On Site Staff.
 - d. CM/CMAR-GMP Contingency
 - e. A Statement that the proposed total hard construction costs will not exceed the amount of the Project Construction Budget as noted in the College's scope of work.*
 - f. A Statement as to committed time frame to complete the work in accordance with the College's scope* and,
 - g. Names of the (i) Project Manager (which is to be 1 of the 2 Project Managers submitted in the CM/CMAR's Technical Proposal) and (ii) CM/CMAR Field Superintendent to be assigned (which is to be 1 of 2 Field Superintendents submitted in the CM/CMAR's Technical Proposal).
 - h. MBE Program submittals as follows: per MBE 1A.
2. Initial Award- Marlboro Hall: A selected project will be the initial task order to be awarded under this contract. The award will be based upon best value to the College among the firms who have been awarded contracts.

***Note: At the time price proposals are requested for a specified project or task order, the stated project construction costs and schedule are considered feasible by the College and the College may disallow any change to them. Firms wishing to argue for a higher Project Construction budget or adjusted time frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in their proposal. Requests for consideration of a higher Project Construction Budget or adjusted time frame, along with supporting documentation, must be submitted to the Procurement Officer no later than seven calendar days prior to the proposal due date. If a proposer does not make such a request, it is understood that he accepts the Project Construction Budgets and time frames.**

The College will make the final determination. In the event the Project Construction Budget or time frames are adjusted, all CM/CMAR firms will be notified via an amendment. In the event the Project Construction Budget or time frames are not adjusted, all CM/CMAR firm arguing for a higher Project Construction Budget and/or adjusted time frames will be so notified. Firms will neither be awarded nor penalized in any way for initially arguing with or accepting

the Project Construction Budget and time frames noted in this RFP. By Submitting a price proposal for a specific task order or project, the On Call CM/CMAR firm agrees that the total hard construction costs for the project shall not exceed the amount of the Project Construction Budgets and that the time frames will be met.

END OF SECTION II

SECTION III
GENERAL PROVISIONS

SECTION III GENERAL PROVISIONS

A. PROJECT OVERVIEW

1. This section pertaining to project scope and services will be used in the issuance of each Task Order. The selected project will be used to illustrate the requirements, *but not limited to*, that will be included in a Task Order.
2. Provide complete construction management services for the Project to be determined.
3. The Guaranteed Maximum Price includes the Direct Construction Costs, including allowances and Alternatives chosen by the College; General Conditions of Construction the CM/CMAR's Contingency and the CM/CMAR's Construction Services Fee. The GMP does not include Architects' fees, the College's Construction Contingency, furniture, furnishings, or loose equipment. The GMP is limited to the Project Construction Cost limit. The GMP limit is:
 - a. TBD, by project/Task Order at the College's sole discretion.

B. PROJECT SCHEDULE

1. Services during Pre-Construction: The CM/CMAR shall provide Pre-Construction Services as indicated in SECTION V, and as specified at a later date by the College, for the full development of the Project's design to 100% Construction Documents, including preparation and submission of a GMP.
2. Design services will be provided by an Architect and his consultants under a separate contract with the College. The design phases will be underway with the following estimated target schedule:
 - 2.1 Design Phases: A detailed schedule is not available at this time. The overall design schedule is approximately twenty (20) months.
3. The schedule for the Design Phases estimate and reviews:
 - 3.1 Review time is approximately four (4) weeks after each design phase submission. Review comments must be submitted within two (2) weeks for SD and DD documents, and within three (3) weeks for 50% CDs and 95% CDs. A review meeting with all participants will occur in the fourth week. The College reserves the right to adjust this period when particular circumstances of the Project or special conditions make such adjustment beneficial to the Project.

- 3.2 The CM/CMAR shall provide detailed cost estimates within ten (10) work days of receipt of the SD and DD documents, and within fifteen (15) work days of the 50% CDs, and the 95% CDs.
- 3.3 The CM/CMAR shall lead the estimate reconciliation process and shall provide a reconciled estimate promptly after receipt of the A/E's independent estimate. The A/E's estimate will be provided by the College upon receipt of the CM/CMAR's estimate.
- 3.4 Value engineering shall be provided by the CM/CMAR within the review period.
4. Dates and durations for Pre-Construction activities are based on the currently expected schedule. Changes to dates or durations shall not be cause for additional CM/CMAR Pre-Construction service fees.
5. The GMP shall be submitted in writing within eight (8) weeks after the College's approval of the 100% CDs unless a different period is authorized by the College. The College reserves the right to adjust this period when particular circumstances of the Project or special conditions make such adjustment beneficial to the Project.
6. Services during Construction: The CM/CMAR shall provide Construction Services as identified in Section V of this RFP, and as specified by the College at a later date in subsequent documents.
 - 6.1 Phasing of Construction: The College reserves the right to break the work in phases with a GMP for each phase, if applicable. No additional CM/CMAR fees shall be charged if this option is chosen.
 - 6.2 Multiple bid packages/fast tracking may, at the College's option, be required to meet the target completion schedule. No additional CM/CMAR fees shall be charged if this option is chosen.
 - 6.3 Construction Phase: The building construction commences on the date of the Notice to Proceed (NTP) with the construction phase of the Project and ends on the date of Substantial Completion.
 - a. The NTP for the Construction Phase is expected to be:
 - 1) TBD
 - b. The Construction Duration from Notice to Proceed to date of Substantial Completion is:
 - 2) TBD

- 6.4 Acceptance Phase: The duration of the acceptance phase is from the date of substantial completion to the date of final completion. The duration will be measured in calendar days, and is ninety (90) days.
- 6.5 Contract Completion Phase: The duration of the contract completion phase is from the date of final completion to the final payment. The duration will be measured in calendar days, and is ninety (90) days.
- 6.6 Warranty Period: The duration of the warranty period is twenty four (24) months from the date of substantial completion.
- 6.7 Dates are based on the current expected schedule. Changes to dates and durations shall not be cause for additional construction or pre-construction service fees. The Pre-construction services are based on the level of effort required for these services and not on the design duration.

C. PURPOSE AND DEFINITION OF CONSTRUCTION MANAGEMENT WITH GUARANTEED MAXIMUM PRICE

- 1. The “Construction Management with Guaranteed Maximum Price” (CM/CMAR with GMP) method of project delivery centers on the active involvement of a Construction Manager, who is a member of the Project Team with the College, the User, the Architect and other consultants, as the Project may require.
- 2. During the Pre-Construction Phase, the CM/CMAR shall utilize his skills and knowledge of construction to develop schedules, recommend alternates, prepare construction cost models and estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the most efficient sequencing of construction work for the Project. The Pre-Construction phase includes the CM/CMAR’s bidding and negotiations required to prepare the GMP, and submission of the GMP. The College will pay the CM/CMAR a fixed Pre-Construction Phase CM/CMAR fee for this work; this fee shall include all costs for CM/CMAR Pre-Construction Services.
- 3. During the Construction Phase, the CM/CMAR shall provide all services to manage the Project (inclusive of the award and management of all trade contracts) including, but not limited to, review of contract modifications (change orders), quality control and inspections, schedule maintenance, cost control, meetings, review of submittals, processing and monitoring of RFIs and substitution requests, claims resolution, and coordination and communication of the activities of the Project Team.

4. During the acceptance phase, the CM/CMAR shall provide all services to manage completion of the construction work, perform other completion activities and provide other deliverables, and submit as-built drawings, complete submission of documentation for the sustainable building rating system, and provide the building information model deliverable.
5. During the contract completion phase, the CM/CMAR shall submit the final contract report, provide other contract completion documents, and resolve any final contractual issues prior to receipt of final payment.
6. During the warranty period, the CM/CMAR shall participate in warranty inspections and resolution of warranty issues as they arise, and manage and coordinate with the College any testing, maintenance, and other specified post-substantial completion activities.
7. Performance of Work by CM/CMAR, CM/CMAR Subsidiary, or CM/CMAR Affiliate: The College will only consider allowing the CM/CMAR, or a company that is a subsidiary or affiliate of the CM/CMAR, to submit a bid to perform Work in a trade contract or a general requirements contract if the College determines that such circumstance is a benefit to the project. If the CM/CMAR intends to request the College's approval for such a company to submit a bid on a package of Work, the CM/CMAR shall submit a written request to the procurement officer at least sixty (60) calendar days before the bid due date for the applicable package.
 - 7.1 The CM/CMAR's request shall identify the proposed package of Work; the proposed bidding company's name, address and legal relationship to the CM/CMAR; the bid due date; and the benefits to the project that would result from the request. The Procurement officer will respond to the request in writing.
 - 7.2. If the request is approved, the CM/CMAR's solicitation instructions shall require bidders for the applicable package to submit their bids to the procurement officer at the issuing office identified in this document at the date and time prescribed by the procurement officer.
 - 7.3 The procurement officer will identify to the CM/CMAR other requirements to include in the solicitation for the applicable package, which may include pre-proposal meetings specific to that package, or other requirements.
 - 7.4 The CM/CMAR shall conduct scope review meetings for such packages only in the presence of College personnel.

The Project is an "open book" job whereby the College may attend any and all meetings, and have access to any and all CM/CMAR records on the

Project. The College will pay the CM/CMAR for its fixed Construction Phase CM/CMAR fees and for fixed General Conditions.

8. Construction Management Procedures, which are to be established by the CM/CMAR during the Pre-Construction Phase, shall allow for the integration of all design and Construction Phase components of this Project. The team approach shall from Project inception strive for project delivery that is timely, cost effective, and within the required quality standards set by the College.

D. RELATIONSHIP OF COLLEGE AND CONSTRUCTION MANAGER AT RISK

The CM/CMAR accepts a relationship of trust and confidence between himself and the College. The CM/CMAR agrees to furnish his best skills and his best judgment and to cooperate with the Architects and consultants in furthering the interests of the College and the Project. The CM/CMAR shall furnish efficient engineering reviews, business administration, field supervision and shall use his best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the College, and in strict compliance with the Construction Documents, including reasonable implications therein.

- E. PROJECT TEAM:** The CM/CMAR, the College, the User, the Architect, the Architect's consultants, and any other project consultants shall be referred to as "Project Team". It is intended that the "Project Team" shall work through construction completion and commissioning.

- F. CONSTRUCTION MANAGEMENT FEES:** CM/CMAR fees shall be submitted on the following basis:

1. Pre-Construction Services Fee

- 1.1 The CM/CMAR fee shall be an all-inclusive lump sum fee for provision of the required services as described in SECTION V, as specified by the College at a later date for each of the Design Phases.
- 1.2 The CM/CMAR shall include the costs of the insurance and bonds required for Pre-Construction services within the Pre-Construction Services Fee Price Proposal.

2. Construction Services Fee

- 2.1 The CM/CMAR fee shall be an all-inclusive lump sum fee which includes CM/CMAR home office costs inclusive of officers and home office and local office support staff not noted in Part F Subparagraph 2.2 of this SECTION, as well as all CM/CMAR overhead costs and profit.

- 2.2 The only CM/CMAR costs which are not to be included in the CM/CMAR fee are trade contracts, General Conditions costs including field personnel, and the GMP Contingency.
- 2.3 Revisions to the Project Construction Cost Limit made by the College in order to accommodate the work of the Project(s) shall not result in an increase to the CM/CMAR's fees or General Conditions unless the building's gross square footage is significantly increased or the Project's program is substantially altered, resulting in an increased level of effort for the CM/CMAR. Increase to the CM/CMAR's fees or General Conditions due to a change in the Project Construction Cost Limit will not be considered by the College unless the CM/CMAR can demonstrate that the change results in an increased level of effort.
- 2.4 The College may also consider additional Construction Services Fees under the following circumstances:
 - a. The Project Construction Cost Limit indicated in the RFP is significantly different from the reconciled Schematic Design Phase GMP estimate and the College decides to proceed with the project as designed.

No Construction Services fee adjustment will be considered for the first 10% increase in GMP. The College may allow a fee adjustment proportional to the original CM/CMAR's Construction Services Fee on the amount exceeding the indicated percentage if the conditions listed below are met:

 1. The CM/CMAR must demonstrate that a comprehensive and accurate Value Engineering effort was provided, inclusive of a reasonable plan to get the building to the Project Construction Cost Limit established in the RFP.
 2. The College will not consider any CM/CMAR Construction Services Fee increases associated with a higher GMP if the estimates provided by the CM/CMAR are inaccurate regardless of the reason for the inaccuracy.
 3. The College will not consider any CM/CMAR Construction Services Fee increases associated with a higher GMP if the review of the bidding process does not demonstrate the CM/CMAR has provided due diligence getting competitive trade contractor pricing.
- 2.5. The criteria to adjust the Construction Services Fee listed above shall

also apply to projects where the level of effort or the Project Construction Cost is reduced. In these cases, the CM/CMAR shall reduce the construction phase fee accordingly.

2.6 The adjustment of the Construction Services Fees will be done only once and will occur at the time the GMP is submitted (or the Total GMP if multiple GMPs are provided) or shortly after.

3. General Conditions

3.1 General Conditions are a fixed lump sum amount within the GMP. The CM/CMAR shall submit the General Conditions amount with the Price Proposal.

3.2 Refer to SECTION VI, VII, VIII and X in this document for requirements regarding General Conditions.

3.3 Refer to SECTION II for General Conditions proposal submission requirements.

G. PROJECT ALLOWANCES

1. Project allowances for which an amount is shown on the Price Proposal will be included in the awarded Contract. All allowances in the Contract are project allowances except those that are in the guaranteed maximum price.

2. The CM/CMAR shall use allowances only with College authorization. Costs related to allowances that are not identified in the allowance description shall be included in the CM/CMAR's fees or the general conditions cost as is appropriate.

3. Cost overruns of project allowances will be covered by the College unless noted otherwise; unused amounts of project allowances will revert to the College.

4. Project Allowances descriptions:

4.1 TBD

H. CORRESPONDENCE: Correspondence between the CM/CMAR and the College shall be transmitted via the project management system and hard copy unless directed otherwise.

I. ABBREVIATIONS: The following are abbreviations used throughout this RFP

include but are not limited to:

BIM	Building Information Modeling
CD	Construction Documents
CM/CMAR Or CM	Construction Manager At Risk or Construction Manger
CPM	Critical Path Method
CSI	Construction Specifications Institute
CxA	Commissioning Agent
DD	Design Development
DHR	Maryland Department of Human Resources
GMP	Guaranteed Maximum Price
GSF	Gross Square Feet
LEED	Leadership in Energy & Environmental Design
MBE	Minority and Disadvantaged Business Enterprise
MDOT	Maryland Department of Transportation
NASF	Net Assignable Square Feet
NTP	Notice to Proceed
OFE	Owner-furnished equipment
RFI	Requests for Information
RFP	Request for Proposal
SD	Schematic Design
PGCC	Prince George’s Community College
USGBC	U.S. Green Building Council

J. TERMINOLOGY: The following are some of the terms used throughout this RFP:

Amendment	A change to this Request for Proposal that is issued by the College’s Department of Procurement & Supply, also referred to as addendum.
BIM	Building Information Modeling
Contract Documents CM/CMAR is	The contract between the College and the comprised of a number of documents, referred to as the Contract Documents.
Project Construction	Also known as “GMP Limit”, is the maximum Cost Limit amount available for the construction contract.
GMP Contingency	The contingency within the GMP for use by the CM/CMAR after obtaining College approval, as defined in SECTION V in this document.
Design Team	The Architect and his consultants.

LEED	Leadership in Energy and Environmental Design. It is a Green Building rating system developed by the U.S. Green Building Council (USGBC) which measures sustainable design and construction characteristics of buildings.
Modification or Contract Modification	A change to the Contract that is issued by the College's Department of Procurement & Strategic Sourcing, also referred to as change order.
Project	All activities, regardless of contract, which are being performed to complete the facility.
Project Team	The College, the User, the Architect, the Architect's consultants, and the CM/CMAR.
Program	Document delineating the nature of the building and its requirements, including number and type of spaces, and other specific requirements for the building and its site.
Proposer	CM/CMAR firm submitting a proposal in response to the RFP.
User	The institution for whom the Project is being implemented.

END OF SECTION III

SECTION IV
COLLEGE'S ROLE

SECTION IV COLLEGE'S ROLE

A. INFORMATION REQUIREMENTS

The College will provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the Project.

B. DESIGN SERVICES

The College will retain an architectural firm for this Project. This firm will provide services through the Construction Documents preparation, procurement, and the Construction phases of this project.

C. DESIGNATED REPRESENTATIVE

The College will designate a representative who will be the College contact point during Pre-Construction and Construction Phases. This representative will be the primary channel of communication to the College and will act as the College's liaison with the CM/CMAR.

D. DECISION MAKING AUTHORITY

The College shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the College shall be the final decision making authority.

E. PAYMENTS TO CONSTRUCTION MANAGER AT RISK

1. Payment requests shall be submitted on College approved forms.
2. Refer to SECTION IX, (or as specified by the College, at a later date) of this document for requirements for schedule of values and cost-loaded construction schedules.
3. Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of service. Draft copies of the invoice shall be prepared for review by the College and the Architect by the 20th day of each month.
4. Pre-Construction Services Phase:
 - 4.1 Payments will be made based on work accomplished. The CM/CMAR will be paid on a monthly basis for 100% of the approved fee earned.

- a. If the CM/CMAR fails to submit the required deliverables within the time prescribed, or revisions thereof within the requested time, the College may withhold approval of progress payments for CM/CMAR fees until such time as the CM/CMAR submits the required documents.

4.2 Payments for allowances will be based on actual invoices with no mark-up.

5. Construction Phase

5.1 Construction Services: Payments will be made based on the progress of the Trade Contract work and based upon the latest updated Detailed Construction Schedule.

- a. If the CM/CMAR fails to submit the required construction phase documents within the time prescribed, or revisions thereof within the requested time, the College may withhold approval of progress payments for CM/CMAR fees until such time as the CM/CMAR submits the required documents.

- b. The CM/CMAR will be paid ninety percent (90%) of the earned Construction Services Fee at substantial completion. This supersedes terms elsewhere in the Contract Documents.

5.2 Trade-Contracts and Suppliers

- a. Progress payments will be made on the current Schedule of Values derived from the updated Detailed Construction Schedule that has been accepted by the College.

- b. Each application for payment shall include the electronic file for the updated Detailed Construction Schedule from which it is derived, and the associated submissions required in SECTION IX in this document, or as specified by the College at a later date.

- c. No markup for overhead or profit will be charged by the CM/CMAR for trade contracts or suppliers.

- d. Progress payments to Trade Contractors shall be administered in accordance with the College's General Conditions; that is, ninety-five percent (95%) of trade contracts and supplier invoices will be paid with five percent

(5%) being withheld as retainage.

5.3 General Conditions

- a. Payment for General Conditions will be made monthly based on the percentage of completion of the Trade Contractors' work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.
- b. The CM/CMAR will be paid ninety-five percent (95%) of the General Conditions amount at Substantial Completion.

5.4 Acceptance Phase

- a. The CM/CMAR will be paid ninety-five percent (95%) of the earned Construction Services Fee up to the date of final completion.
- b. The CM/CMAR will be paid one-hundred percent (100%) of the General Conditions amount up to the date of final completion.

5.5 Contract Completion Phase

- a. The CM/CMAR will be paid one-hundred percent (100%) of the earned Constructions Services Fee up to the final payment.

F. PAYMENT OF COLLEGE OBLIGATIONS

Payments to the CM/CMAR pursuant to this Contract shall be made in accordance with the provisions of the College's General Conditions.

G. SET OF DOCUMENTS AVAILABLE TO PROPOSERS:

A set of the Request for Proposal documents will be provided to all interested parties at the established non-refundable fee.

H. AVAILABLE RECORD DOCUMENTS

Upon request, the College will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The College offers no assurances that such drawings, property description, or other data are accurate, current or complete.

Such documents must be used, or copied, at the College's Department of

Facilities Management office or the location where they are provided. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

I. PROJECT MANAGEMENT SYSTEM (NOTE: The College currently does not have a project management system for design and construction monitoring. **The College may require the CM/CMA to provide such system.**

In the event an internet-based project management system is used (for example, system, e-Builder®), the Contractor shall administer the project for the duration of the Contract via the Project Management System, approved by the College. If and when the system is established by the College, the CM/CMAR shall use this medium for the project's submissions, documentation, communication, transmittals, submittals, construction logs, storage and management of common documents, and other purposes as determined by the College. The transmission of documents between the CM/CMAR and subcontractors, who will not have access to the system, will be by other means. The CM/CMAR is solely responsible for furnishing CM/CMAR hardware and software required for access to the project management system and for maintaining the internet connectivity required to use the system effectively. The College will identify documents that are required to be transmitted using paper.

END OF SECTION IV

SECTION V
**CONSTRUCTION MANAGER'S/
CONSTRUCTION MANAGER AT RISK
OBLIGATIONS**

V. SECTION V -- CONSTRUCTION MANAGER'S OBLIGATIONS

A. PRE-CONSTRUCTION SERVICES

The CM/CMAR shall provide Pre-Construction Phase services as required inclusive of the submittal of an acceptable Guaranteed Maximum Price(s). The CM/CMAR shall be actively engaged with the Architect and his Design Team and shall actively participate in the process during the design phases.

1. General Requirements

- 1.1 The CM/CMAR shall meet with the College, the User, the Architect, the Architect's consultants, and other Design Team members to fully understand the design documents, the Project scope, and all other pertinent aspects of the Project.
- 1.2 The CM/CMAR shall become an integral member of the Project Team and shall assist the Design Team and the College during the design phases.
- 1.3 The CM/CMAR shall develop project procedures, in cooperation with the College, which will be used as a guide for the management and coordination of this Project.
- 1.4 The CM/CMAR shall attend regularly scheduled meetings with the Architect and his consultants (Design Team), and the College.
- 1.5 The CM/CMAR shall advise the Design Team and the College on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing.
- 1.6 The CM/CMAR shall provide value engineering services, scheduling services, constructability review services, Construction Documents interdisciplinary review services, cost modeling and estimating services, site utilization and logistics planning, and a GMP.
- 1.7 Printing/Reproduction
 - a. Three (3) hard copies and a PDF copy of each design submission will be provided to the CM/CMAR. Costs for additional copies that the CM/CMAR requires for any purpose other than bidding shall be covered by the CM/CMAR's Pre-Construction services fee.

A project allowance is included in the Pre-Construction fee for r

reproduction of CDs for GMP bidding purposes only.

- b. Cost for any interim printing/reproduction that is required to obtain price information from other parties, or cost of any printing/reproduction for any other purpose during the pre-construction phase, including the 95% CD Interdisciplinary Review, shall be included in the CM/CMAR's preconstruction fee and are not covered by the project allowance.

2. Value Engineering Services

- 2.1 The CM/CMAR shall, after a complete review of the Project documents provided to him at the time of the CM/CMAR's commencement of Pre-Construction services, obtain a full and comprehensive understanding of the intent of the College and the Design Team. The CM/CMAR shall provide Value Engineering services and offer cost savings suggestions and best value recommendations to the College. All recommendations shall be fully reviewed with and approved by the College prior to implementation.
- 2.2 Value Engineering shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. The goal is to achieve a balance between costs, aesthetics, and function.
- 2.3 Value Engineering studies shall be continuous as the design is being developed, and shall be provided on timely basis within the design schedule. 'Continuous' means that, in addition to the Value Engineering studies required at the end of each design phase, the CM/CMAR shall assist the Design Team and the College in evaluating the costs of elements of the design for the purpose of developing timely cost data during design phases.
- 2.4 Value Engineering shall be conducted throughout the design process to evaluate design alternatives for the purpose of identifying cost saving. CM/CMAR shall provide cost analysis for alternate building design options, such as building materials, mechanical systems, and other options as may be proposed by the Design Team, the College, and methods of construction and other options as may be proposed by the CM/CMAR.
- 2.5 The CM/CMAR shall notify the College in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.
- 2.6 The CM/CMAR shall conduct a major value engineering study at the completion of each design phase utilizing the design submissions and Construction Documents produced by the Design Team. This study shall include, but not be limited to, the following activities:

- a. Review design submissions and Construction Documents. This review process shall include detailed review of all Construction Documents including drawings, specifications, studies, test reports, and technical and design reports submitted by the Design Team.
- b. Participate in brainstorming session(s) with Design Team and the College.
- c. Develop value engineering concepts for consideration at the session (it is anticipated that the Design Team will concurrently be conducting a similar activity).
- d. Provide a written Value Engineering report and submit to the College within two (2) weeks of the initial brainstorming session and subsequent value engineering meetings. This report shall include a summary of value engineering items, detailed written pro/con evaluation of options, and applicable cost savings.
- e. Conduct a formal presentation of the study.
- f. Provide a revised report documenting the accepted and rejected items.

3. Constructability Review Services

- 3.1 The CM/CMAR shall provide organized constructability reviews of design submissions for the purpose of identifying design errors and omissions, coordination, and interdisciplinary conflicts in the design, and for the purpose of improving the design, minimizing RFIs, achieve a more cost effective construction, eliminating added costs and negative effects on the quality of construction.
- 3.2 CM/CMAR shall review design documents produced by the Design Team at the conclusion of each design phase except for 100% CD's for constructability issues. Provide the following at the completion of each Constructability Review:
 - i. A complete report identifying the constructability issues.
 - ii. Marked up drawings and specifications as necessary to clearly convey the review comments and recommendations.
2. The CM/CMAR shall verify that his constructability comments and recommendations have been implemented or addressed in the design phase following each review.

4. Construction Cost Modeling and Cost Estimating Services

- 4.1 The CM/CMAR shall develop a project cost model reflecting the Project

Construction Cost Limit. The cost model shall be based on the available project documents, including the Building Construction Program and shall be submitted to the College within thirty (30) days from the date of Notice to Proceed for Pre-Construction services.

- 4.2 The CM/CMAR shall coordinate the format of the cost model with the Design Team's estimator, providing the same grouping of hard and soft costs in the same order so that both estimates can be compared and reconciled at each submission. Once accepted by the College, this format shall be used by the CM/CMAR and the Design Team's Estimator for subsequent estimates.
- 4.3 Each cost model shall contain the base construction cost estimate in CSI format, including the cost estimate for proposed alternates, CM/CMAR General Conditions, CM/CMAR fees, and GMP Contingency.
- 4.4 Due to the changing economic climate, estimates shall be construction based, not data based, that is, the CM/CMAR shall obtain pricing of trade work based directly on his experience in the market.
- 4.5 The CM/CMAR shall provide estimates (independent from the Design Team) for each design submission (SD, DD, 50% CDs, and 95% CDs).
- 4.6 The CM/CMAR shall coordinate with the Design Team to clearly understand the design intent and to pre-establish estimating assumption at each phase.
 - a. The CM/CMAR shall provide detailed cost estimates within the timeframe indicated the "Project Schedule" in this RFP and/or subsequent documents established by the College.
 - b. The CM/CMAR shall provide cost comparisons for the schematic design concepts and schemes developed by the Design Team.
- 4.7 Project Construction Cost Limit is identified elsewhere in the RFP. Ten percent (10%) of the trade package construction cost is expected to be identified as add alternates. The estimating for add alternates shall start as soon as alternates are identified and shall be complete and include the same level of detail and accuracy as the estimates for the base design at each design phase.
- 4.8 The CM/CMAR cost model and each of the subsequent cost estimate submissions to the College shall include a written description of the CM/CMAR's methodology for developing the specific estimate submitted.
- 4.9 In the event that the Construction Cost Estimate exceeds the Project Construction Cost Limit at any design phase, the CM/CMAR shall work in conjunction with the Design Team to redesign the facility as necessary to

maintain the Project program and meet the Project Construction Cost Limit without additional compensation to the CM/CMAR.

- 4.10 The CM/CMAR's detailed Construction Cost estimates will be reviewed by the Design Team and the College for reasonableness and compatibility with the Project Construction Cost Limit. The CM/CMAR cost estimate will be compared with the Design Team's construction cost estimate. The CM/CMAR shall manage the process of reconciling the two estimates, including meetings and negotiations with the College and Design Team that are necessary to resolve questions and differences that may occur between the Design Team's Construction Cost estimate and the CM/CMAR's estimate at each phase of design. In the event of disparity between the two estimates, the CM/CMAR shall work with the College and the Design Team to reach a mutually agreed upon and acceptable Construction Cost estimate. Upon conclusion of this process, the two estimates shall be reconciled and a revised CM/CMAR estimate shall be submitted to the College. Provide in hardcopy and electronic formats.

5. Site Utilization and Logistics Planning Services

- 5.1 The CM/CMAR shall anticipate and effectively address the impact of construction work on the areas surrounding the site, the campus (if applicable), and the community. This includes both on-site construction activities, and off-site activities that impact the campus, nearby roads, or other off-site areas. The plan shall include items such as staging areas, parking and transportation issues (for both occupants of surrounding buildings and construction workers), traffic considerations, security, deliveries to adjacent buildings, construction noise and vibration impact on surrounding buildings, and any other activity, regardless of its duration, which will occur or have an impact on the campus or surrounding areas.
- 5.2 Submit the initial plan with the SD review comments. A complete site utilization and logistics plan shall be submitted with the 50% CD review comments. Final revisions shall be included with the 95% CD review comments. The plan is subject to approval of the College.

6. Pre-Construction Commissioning Services

- 6.1 Commissioning services will start early in the Pre-Construction phase and will be provided by an independent Commissioning Agent (CxA) whose services will be contracted by the Architect or the College.
- 6.2 The CxA will prepare the Design Phase Commissioning Plan, the Construction Phase Commissioning Plan and provide the commissioning specifications, forms, and checklists to be included in the Construction Documents.

7. Construction Documents Interdisciplinary Review Services

- 7.1 Project Allowance: The CM/CMAR shall include an allowance in the Pre-Construction Services Fee to hire an independent qualified firm to provide a thorough 95% CD interdisciplinary coordination review. The project allowance is identified in SECTION III of this RFP, or as specified by the College at a later date.

The CM/CMAR shall be responsible for a thorough interdisciplinary coordination review of the 95% Construction Drawings and Specifications before Trade Contract Bidding, and shall provide comments in writing. Review methodology shall utilize a structured and industry accepted process. The interdisciplinary review firm shall review the final 100% CDs to verify that all comments generated by the review have been incorporated and shall notify the College in writing of any comments that have not been addressed.

- 7.2 In addition to review described above the CM/CMAR shall review the drawings and specifications through-out the design phases as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The CM/CMAR shall provide comments in writing to the Architect and the College upon observing any features in the plans or specifications which appear ambiguous, confusing, conflicting or erroneous. The goal of this coordination effort is to identify conditions in the CDs for the purpose of minimizing RFIs, eliminating added costs and negative effects on the quality of construction.

- 7.3 Ambiguous, confusing, conflicting, uncoordinated, and/or erroneous aspects of the design discovered by the CM/CMAR in the design documents and CDs during the review process shall be understood to be corrected, and all associated costs shall be included in the CM/CMAR's Guaranteed Maximum Price.

- 7.4 The 95% interdisciplinary review shall result in the following deliverables:

- a. Marked up sets of the 95% CDs and other documents prepared by the Design Team for the submission.
- b. A written description of each interdisciplinary issue noted as problematic, including background information.
- c. Written report inclusive of CM/CMAR's comments and remedial recommendations. Cost shall be included in the CM/CMAR Pre-Construction and Construction fee.

8. Building Information Modeling (BIM) Services:

- 8.1 The following guiding principles shall be used on this project throughout the design and construction process. The Construction Manager is expected to

develop a management plan based on these principles:

- a. Mutual respect and trust
- b. Mutual benefit and reward
- c. Collaboration innovation and decision making
- d. Early involvement with key participants
- e. Early goal definition
- f. Intensive construction planning
- g. Open communication with all participants
- h. Appropriate and collaborative use of technology
- i. Project organization and leadership

8.2 The Construction Manager shall provide BIM modeling services during Pre-Construction. The Construction Manager shall hire a qualified firm to provide these services or shall perform the following services utilizing in-house personnel:

- a. Project Scheduling (4D modeling)
- b. Quantity Takeoffs for use in cost estimating
- c. Construction Sequence/Phasing planning
- d. Value Engineering-cost and alternative studies
- e. Virtual mock-ups
- f. Labor planning and asset management
- g. Spatial Coordination: Collision/Clash detection
- h. Subcontractor scope definition

8.3 The Design Team will utilize BIM software to prepare the drawings and will develop a Model which will include the following disciplines: architecture, mechanical, electrical, plumbing, and structural engineering. The content of the Model at the completion of the Construction Documents Phase will meet the requirements of Level of Development (LOD) 300, as defined in AIA's Digital Practice Documents. A chart indicating the elements that will be included in the Model and the BIM services to be provided by the A/E and the CM/CMAR is included at the end of this Section.

8.4 The Construction Manager will be provided full access to the digital model, and will work with, and coordinate the model with the architect and engineers, trade contractors and the owner. The CM/CMAR shall employ Navisworks or other coordinating software, so that the official model can be shared and used effectively by all parties. The CM/CMAR shall assist in the development of a "BIM Implementation Plan" which will outline the proposed plans for model use, and how it will be coordinated with all parties.

1.5 The Construction Manager shall start performing spatial coordination including collision/clash detection exercises as early as possible and will complete the last Preconstruction phase collision detection on the 95% CD documents within the timeframe allowed for documents review so that the A/E

can incorporate any resultant coordination corrections into the 100% CDs.

1.6 The CM/CMAR shall participate in the development of the BIM execution plan with the Architect and the College.

9. Scheduling Services

9.1 The CM/CMAR shall provide scheduling services during Pre-Construction. Requirements are detailed in SECTION IX of this document, or as determined by the College at a later date.

10. Construction Guaranteed Maximum Price (GMP)

10.1 Upon completion of the 100% Construction Documents (or at the completion of the Design Phase agreed upon by the CM/CMAR and the College) the CM/CMAR shall develop and provide the GMP(s) to the College in writing within the timeframe indicated in SECTION III of this RFP, or as specified by the College at a later date.

10.2 The CM/CMAR shall submit a completed the applicable MBE Attachment 1A with the GMP.

10.3 The GMP shall not exceed the Project Construction Cost Limit. The GMP shall include construction costs, and all other projected costs. The GMP includes the following cost items, which shall be identified separately:

- a. Direct construction costs (Trade Contracts)
- b. Alternates
- c. GMP Contingency
- d. GMP Allocations
- e. GMP Allowances
- f. General Conditions
- g. CM/CMAR Construction Services Fee

10.4 The CM/CMAR shall solicit and receive competitive bids on all trade packages and/or materials as the basis for each GMP proposal submission.

10.5 The CM/CMAR shall utilize the College approved Construction Documents as prepared by the Design Team to prepare scopes of work for each trade package. Each scope of work shall include, but not be limited to, anticipated work hours to address the coordination between or among trades, outages and any other conditions that may impact the bids/proposals. The CM/CMAR shall review the General Conditions Costs section of this RFP in detail before preparing the scope of work of each trade to ensure the trade packages are consistent with the requirements of that Section. The CM/CMAR shall verify that the scopes of work do not include items covered under the CM/CMAR General Conditions or CM/CMAR fees. Alternatively, the scope

of work shall include the items listed as “In Trade Contract” in the General Conditions Costs section.

- 10.6 The CM/CMAR shall conduct a pre-qualification process for all prospective Trade Contractors prior to solicitation of bids for trade packages and/or materials for the GMP proposal to ensure that all bidders/proposers have the necessary expertise required for the project. Pre-qualification procedures, including any forms to be used for this purpose, are to be submitted to the College for review and approval, at least ten (10) calendar days in advance of any CM/CMAR solicitation of Trade Contractors for this purpose.
- 10.7 The College will review the proposed pre-qualification procedures and forms to ensure that fair practices are being employed by the CM/CMAR and that outreach to minority business enterprises and local/regional sources is being considered in the process. Including MBE goals/subgoals for project.
- 10.8 Pre-qualification procedures that unfairly restrict competition for the work may be rejected by the College. Upon approval by the College, the plan shall be implemented by the CM/CMAR.
- 10.9 The CM/CMAR shall advertise this opportunity to a broad spectrum of potential sources using, for example, its own network, local newspaper(s) of record, trade associations, local chambers of commerce and other outlets expected to promote interest in competing for the trade packages.
- 10.10 The College will post public notice on the following website: <http://www.emarylandmarketplace.com>, informing prospective Trade Contractors of the opportunity available and directing interested parties to contact the CM/CMAR for specific information. This is in addition to the College’s prior public notice on eMarylandMarketPlace.com at the time of initial pre-construction phase award to the CM/CMAR, advising prospective Trade Contractors and suppliers of the CM/CMAR’s selection and the projected date for pre-qualification.
- 10.11 The opportunity for pre-qualification must remain open for a minimum of fifteen (15) calendar days.
- 10.12 Upon completion of the pre-qualification process by the CM/CMAR, the CM/CMAR shall submit to the College a list of all applicants for pre-qualification, indicating acceptance or rejection by the CM/CMAR. Specific rationale must be furnished to support the rejection of an applicant by the CM/CMAR.
- 10.13 Prior to solicitation of competitive bids from pre-qualified Trade Contractors and suppliers, the CM/CMAR shall prepare and submit to the College a description of the bidding procedures to be used.

- 10.14 The CM/CMAR shall take all measures necessary to maximize participation of pre-qualified Trade Contractors in the GMP bidding process.
- 10.15 The CM/CMAR shall prepare a contact log documenting extended efforts made to reach trade contractors to increase participation and ensure competition when the interest on a particular trade package is low. The log shall include method of contact, date/time of contact, trade, and name and phone number of the individual contacted.
- 10.16 The College shall be notified in advance and afforded the opportunity to attend bid opening events and all meetings between the CM/CMAR and Trade Contractors/suppliers being solicited for bids by the CM/CMAR. The discussion topics at the meetings may include, but are not limited to, scope verification, bid verification, or other discussions with bidders. The College also reserves the right, in an advisory capacity, to raise questions to the CM/CMAR at any of these meetings. The CM/CMAR shall promptly issue minutes for these meetings.
- 10.17 The CM/CMAR will endeavor to receive GMP bids at a single location to facilitate attendance and oversight of the process by the College.
- 10.18 The CM/CMAR may reject some or all bids and repeat the bidding for the trade work or re-package the trade work activity with the College's approval. The College may reject any Trade Contractor recommended by the CM/CMAR, upon which the CM/CMAR shall recommend an acceptable substitute.
- 10.19 After review by the College of the selected Trade Contractors, the CM/CMAR shall submit the GMP to the College in accordance with the schedule.
- 10.20 In the event that the total projected construction costs exceed the Project Construction Cost Limit, the College reserves the right to direct the CM/CMAR to work in conjunction with the Design Team to redesign the Project as necessary to maintain the program and meet the Project Construction Cost Limit as follows:
 - a. After consultation with the College, the CM/CMAR shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.
 - b. Develop and provide to the College a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
 - c. Analyze the Design Team's originally submitted and as-altered and redrafted Construction Documents and make recommendations to the

College as to ways to reduce the costs of constructing the project to a sum which does not exceed the Project Construction Cost Limit.

Notwithstanding anything to the contrary in the RFP, the CM/CMAR shall perform the work set forth in this SECTION without additional compensation.

It is understood that the College has the right to reject any GMP as originally submitted or resubmitted and that the Contract consequently will terminate according to its terms. The Board of Public Works has the right to withhold, at its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which case the Contract will terminate according to its terms.

- 10.21 The CM/CMAR's detailed construction cost estimates and GMP will be reviewed by the Architect and the College for reasonableness and compatibility with the Project Construction Cost Limit. Meetings and negotiations between College, Architect and the CM/CMAR will be held to resolve questions and differences that may occur between the Project Construction Cost Limit and the CM/CMAR's construction cost estimate and corresponding GMP. If indicated by the Project Construction Cost Limit or other circumstances, the CM/CMAR shall work with the College and Architect to reach a mutually acceptable GMP.
- 10.22 Upon acceptance by the College, and approval by the Board of Public Works (if required), a Modification to the Contract will be issued to incorporate the GMP. The CM/CMAR shall provide the College with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in this RFP and the PGCC General Terms and Conditions of the Contract, along with the signed Contract Modification, within ten (10) calendar days.
- 10.23 Upon the CM/CMAR's selection of Trade Contractors for inclusion in the GMP proposal, unsuccessful Trade Contract bidders shall be notified in writing by the CM/CMAR regarding the status of their bids. Trade Contract bidders shall be entitled to a debriefing by the CM/CMAR, upon written request submitted to the CM/CMAR by the bidder within ten (10) calendar days of the CM/CMAR's selection of trade contractors to be included in the GMP proposal. The CM/CMAR shall provide at a minimum a debriefing similar to the debriefings provided by the College to unsuccessful Proposers. The debriefing should focus on the requestor's bid/proposal and the specific rationale for rejection of the bid/proposal and shall include disclosure of which bid/proposal was selected. The College shall be notified in advance and afforded the opportunity to attend these debriefings. The debriefings shall be conducted promptly.
- 10.24 Include a project allowance in the Pre-Construction fee in the amount indicated in SECTION III of this RFP for printing and delivery/ postage costs for GMP bidding. This allowance shall only

be used for the preparation of the GMP. All other Pre-Construction phase printing and deliveries shall be included in the CM/CMAR's Pre-Construction fee. The method of delivery of documents to bidders shall be approved by the College to ensure a cost effective distribution of the Documents and Addenda.

- 10.25 Any scope of Work proposed to be performed by the CM/CMAR, its subsidiaries or affiliates, that is not covered by the general requirements cost or construction services fee shall be explicitly identified and submitted to the College a minimum of thirty (30) days prior to bidding. Submission of CM/CMAR proposals to perform Work in such a manner after the College's acceptance of the Guaranteed Maximum Price Proposal is prohibited.

11. GMP Savings

- 11.1 Savings from the GMP at the end of the Project shall revert to the College and the CM/CMAR on a 75/25 percent basis, i.e., 25 percent of savings shall revert to the CM/CMAR, except for CM/CMAR fees and General Conditions, which revert to the CM/CMAR, and GMP Allowances and GMP Allocations which revert to the College.

- 11.2 The CM/CMAR shall submit copies of contracts signed with trade contractors to the College within thirty (30) calendar days from execution.

- 11.3 100% of savings from buyouts shall revert to the GMP Contingency. The CM/CMAR will only be allowed to use savings from trade contract buyouts to cover trade contract overruns under the following conditions:

- a. The use of buyout savings to cover overruns will be allowed before trade contracts are executed or within thirty (30) calendar days from the date the contract or contract modification awarding the GMP is executed, whichever occurs first.

In the case of projects with multiple GMPs, the thirty (30) calendar days will be counted from the date that the contract modification awarding the last GMP associated with building construction is awarded. Once trade contracts are executed or the indicated time has elapsed, the only source to cover trade contract overruns is GMP contingency.

GMPs associated with individual trade packages where bidding is delayed, regardless of the reason, are excluded from consideration for the use of buyout savings to cover overruns (e.g., AV, technology, lab equipment and FF&E, etc.).

- b. Contractors shall provide proper justification and documentation supporting any trade contract overrun which requires use of buyout

savings.

- c. If a trade contract overrun is close to the difference between the amount of the proposed trade contractor bid and the next bidder, the CM/CMAR shall hold independent discussions with both bidders (or more bidders if more one bid meets this criteria) and verify that the proposed trade contractor offers the best value to the College.
- d. CM/CMAR will not be allowed to use buyouts for trade packages for which bidding has been postponed, regardless of the reason for the delay in the bids. Specific approval from the College is required for exceptional cases.
- e. The CM/CMAR shall submit the total buyout savings proposal to the College as soon as practical.
- f. If the total of trade contract overruns exceed the total buyout savings, the only source of funds is GMP contingency.

11.4 After the GMP submission, cost savings from items that should have been proposed as Value Engineering savings or material substitution savings will revert one hundred percent (100%) to the College.

12. GMP Allocations

12.1 The Guaranteed Maximum Price Proposal includes GMP allocations established by the CM/CMAR and approved by the College. GMP allocations cover scopes of work which cannot be included in a lump sum bid because a precise scope cannot be defined or a competitive bid obtained, however, the number of GMP allocations shall be minimal. Plug numbers to hold scope are prohibited in the guaranteed maximum price.

12.2 GMP allocations are not allowed within subcontracts and shall not be included in any bids. When practical, the CM/CMAR shall bid the work or services in GMP allocations. GMP allocations shall be used strictly for the purposes for which they are established. The CM/CMAR shall obtain the College's approval of the intended use of GMP allocations prior to such use.

12.3 GMP allocations shall not include costs or scopes of work that are included in other GMP cost categories.

12.4 Cost overruns of GMP allocations will be covered by the GMP contingency; unused amounts of GMP allocations will revert to the College.

12.5 The CM/CMAR shall provide written justification for each GMP allocation. GMP allocations shall be clearly identified and tabulated in the GMP.

13. GMP Allowances

13.1 The Guaranteed Maximum Price Proposal includes GMP allowances established by the College at the College's discretion.

13.2 GMP allowances are not allowed within subcontracts and shall not be included in any bids. When practical, the CM/CMAR shall bid the work or services in GMP allowances. GMP allowances shall be used strictly for the purposes for which they are established. The CM/CMAR shall obtain the College's approval of the use of GMP allowances prior to such use.

13.3 GMP allowances shall not include costs or scopes of work that are included in other GMP cost categories.

13.4 Cost overruns of GMP allowances will be covered by the College; unused amounts of GMP allowances will revert to the College.

13.5 GMP Allowance descriptions:

a. Allowance No. 1: WSSC System Development Charge

b. Others as defined by the College during the Design Phase.

14. When practical, the CM/CMAR shall bid the work and/or services covered by GMP Allocations and GMP Allowances

15. Contingencies

15.1 College's Construction Contingency

The College will establish its own construction contingency for its own purposes and to use at its own option.

15.2 GMP Contingency

a. The GMP shall include a construction contingency (GMP Contingency) to protect the CM/CMAR against the risks assumed in providing the GMP for the Project. This contingency is a fixed percentage established by the College.

b. The total GMP Contingency for will be determined for each project.

c. The GMP Contingency calculation shall only include Divisions 2 through 33 (or the last Division in the Specifications). It shall not include the cost of those services described in SECTION VIII, General Conditions of this RFP as professional and special services, which are procured as "trade contracts."

- d. The GMP Contingency shall be the source of funds to cover any requirement other than College initiated scope changes. The College and the CM/CMAR acknowledge that the contingency is included in the GMP to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including:
 1. Scope gaps and coordination between Trade Contractors.
 2. Contract default by Trade Contractors.
 3. Unforeseen site conditions on and below the project site. The maximum amount of usage of the GMP Contingency for unforeseen site conditions is twenty- five percent (25%). Any costs for unforeseen site conditions beyond the limit will be negotiated between the CM/CMAR and the College on a case by case basis. The College expects the CM/CMAR along with the rest of the project team to decide on the quantity and type of site investigation that is needed to reduce exposure to costs for unforeseen site conditions.
 4. Omissions in the drawings that are reasonably inferable by the bid documents.
 5. Other costs that are required for the timely completion of the Project as authorized by the College.
- e. The GMP Contingency may be applied to any items within the Cost of the Work without the necessity of a Contract Modification, without constituting a change in the Work, and without resulting in any change in the GMP. The CM/CMAR shall submit GMP expense proposals to the College, and the College shall approve, of the CM/CMAR's intent to apply any part of the GMP Contingency to any item within the Cost of the Work prior to such application.
- f. GMP Contingency will not be used in the following cases:
 1. Owner initiated scope changes.
 2. Hazardous material remediation and abatement not identified in the Contract Documents.
 3. Rock excavation or blasting not identified in the Contract Documents.
 4. Differing site conditions in new buildings and unforeseen conditions in existing buildings above the percent of GMP

contingency established above.

5. Design errors or omissions above the percent of GMP contingency established above.

In these cases a Contract modification will be issued.

- g. The GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the projects use as may be required for increases in costs as noted above. The amount of the GMP Contingency submitted in the GMP is the maximum sum available to the CM/CMAR to cover costs incurred as a result of such unanticipated causes or details. Cost overruns in excess of the amount of the GMP Contingency will be borne by the CM/CMAR.

16. Non-Acceptance of the GMP and Termination of College-Construction Manager Contract.

The College, at its sole discretion, may decline to accept the CM/CMAR's GMP for any Construction Phase and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Pre- Construction Phase or Phase of the work under contract. In addition, if the Board of Public Works fails to approve the amendment to the Contract to reflect any GMP for any Phase of the work, the Contract shall terminate according to its terms at the end of the Pre- Construction phase or Phase of the work under contract.

- 16.1 In any event, such termination shall likewise terminate all further services and obligations of the CM/CMAR. The CM/CMAR shall accept the amount given in the price proposal as full and complete reimbursement of all costs and services performed by the CM/CMAR for Pre-Construction Services or the Construction Phase services under contract, and shall not be entitled to any further amount for services set forth under or related to this RFP. Thereafter, the College shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the CM/CMAR and with full ownership and use of any data and information developed during Pre-Construction activities.

- 16.2 Termination under this SECTION is in addition to the termination provisions set forth elsewhere in the Contract including, but not limited to, the PGCC General Conditions.

17. Ownership of Documents: All data information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM/CMAR or in the CM/CMAR's possession or control relating to the Project are the property of the College and shall be turned over to the College within thirty (30) days at the College's request.

B. CONSTRUCTION SERVICES

The CM/CMAR shall provide Construction Phase services as required to complete construction of the Project and to maintain the established GMP of the Project:

1. Provide continued consultation during continuing Project development. Upon acceptance of the GMP, the CM/CMAR shall continue to advise and assist the College and Architect during the continuing design activities as described in Part A in this SECTION.
2. Project Construction Costs
 - 2.1 The CM/CMAR recognizes that the College has a limit on the project construction costs. The College's Project Construction Cost Limit is set forth elsewhere in the RFP. This amount is referred to in this RFP as the Project Construction Cost Limit or the GMP Limit.
 - 2.4 Upon completion of work, any and all non-expended funds remaining in any GMP revert to the College and the CM/CMAR as previously noted under "GMP Savings" in Part A of this SECTION.
 - 2.5 Savings generated by trade contractor buyouts after the GMP has been accepted will revert to the College and the CM/CMAR as previously noted under "GMP Savings" in Part A of this SECTION.
3. Cost Management
 - 3.1 The CM/CMAR shall develop and maintain an effective system of Project cost control. The CM/CMAR shall refine and update the approved GMP, incorporate College approved changes as they occur, and develop reports and forecasts as needed, or as directed by the College. The CM/CMAR shall identify variances between actual and estimated costs and advise College whenever projected cost exceeds allowances or estimates.
 - 3.2 The CM/CMAR shall check and supervise all material deliveries, equipment and labor entering the work site. The CM/CMAR shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, and afford the College access to these records and preserve them for a period of three (3) years after final payment. The College reserves the right to audit these records during that period.
 - 3.3 The CM/CMAR shall submit cost reports on a monthly basis. Include the expenses of Trade Contracts, general conditions, GMP allowances, GMP allocations, GMP Contingency, and any other Project expenses.
 - 3.4 The CM/CMAR shall submit a complete package to the College of all executed Trade Contracts and purchase orders.

3.5 The CM/CMAR shall manage the change request process. The CM/CMAR shall review trade contractor change orders and confirm entitlement, scope of work, quantities and negotiate a reasonable cost before submission to the College. Submit change requests for changes to the Contract, use of a project allowance, use of a GMP allocation, use of a GMP allowance, and use of the GMP contingency. Identify which category each change request is.

4. Project Schedule

The CM/CMAR shall provide scheduling services included in CM/CMAR fee during Construction. Requirements are detailed in SECTION IX of this document, or as determined by the College at a later date.

5. Trade Contracts

5.1 After acceptance of the GMP and issuance of the construction contract amendment to the CM/CMAR for Construction, the CM/CMAR shall place, through his office, contracts or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors, if used in this Contract, means Sub-Contractors, and the term Sub-Contractors, as in the Contract, shall include Trade Contractors.)

5.2 The CM/CMAR shall require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation schedules, and verification of MBE participation (by submission of letters of intent, copies of purchase orders, etc.).

5.3 All contract documents between the CM/CMAR and the Trade Contractors are to be made available for review by the College when requested.

6. Project Control

6.1 Project Personnel

a. The CM/CMAR's on-site representatives shall manage the work of the Trade Contractors and coordinate the work with the activities and responsibilities of the College and the Architect to complete the Project in accordance with the College's objectives regarding cost, time and quality.

b. The CM/CMAR shall maintain a competent and adequate full-time staff approved by the College at the project site to coordinate and provide adequate direction of the work and to monitor progress of the Trade Contractors on the Project at all times. The minimum on-site personnel for this Project are identified in SECTION VIII.

c. It is understood that the designated and approved on-site resident

CM/CMAR representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM/CMAR, unless the College has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the College Department of Procurement and Supply.

6.2 On-site Coordination/ Management

- a. The CM/CMAR shall establish an on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- b. The CM/CMAR shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Pre- Construction Phase. College representatives may attend such sessions.
- c. The CM/CMAR shall provide for all coordination with the on-site Sub-Contractors the necessary on-site services for the construction activities and on-site requirements of the Construction Manager, College and Architect. The CM/CMAR will provide offices for the Architect and the College in accordance with the PGCC General Conditions.
- d. The CM/CMAR shall require all Trade Contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, a summary of work performed, information required, status of Contract Modification T&M work, materials received, and safety incidents. Such documents shall be available for review by the College's on-site representative. A copy of the same shall be uploaded to the College Project Management System.
- e. The CM/CMAR shall accept delivery and arrange for storage, protection and security for any College purchased materials, systems and equipment which are a part of the work.

6.3 Meetings

- a. The CM/CMAR shall schedule regular bi-weekly progress meetings, monthly owner's meetings, pre-installation meetings and other meetings as may be directed by the College, at which Trade Contractors, College, Architect, and other designated representatives, and the CM/CMAR can discuss jointly such matters as construction progress, scheduling, and construction-related issues.
- b. Work Initiation Conference: This is an interactive gathering conducted by the College at commencement of construction to coordinate and discuss processes and

procedures. Participants include the CM/CMAR, Architect, Architect's consultants, client, major trade contractors, and state agency inspectors. Conference topics will include participants' roles; Contract requirements; schedule; a review of the construction documents; an overview of construction, problem areas, and issues requiring particular attention; site utilization, traffic, cranes, and deliveries; prevailing wage rates; meetings, phone directory and other administrative issues; change requests; coordination of submittals, requests for information, Architect's field reports, and other construction administration activities amongst the CM/CMAR, Architect, and College; safety; CM/CMAR's quality control; testing and inspections; commissioning; and other topics.

- c. CM/CMAR Quality Control and College Quality Assurance Initiation Conference: This is an interactive gathering conducted by the College's on-site construction representative at commencement of construction. Participants include the CM/CMAR and Architect. Conference topics will include the CM/CMAR's safety and health program; accidents; CM/CMAR's quality control plan; procedures for testing and inspections; the College's quality assurance activities; close-in inspections, inspections by fire marshal and electrical inspector, and other inspections; roles and responsibilities; scheduling of activities; outages; interface with College and the client institution; and other topics.
- d. Progress meetings shall be held bi-weekly. The Architect will conduct the progress meetings with the assistance of the CM/CMAR. The Architect will prepare detailed minutes of each progress meeting and distribute them electronically to attendees and others as requested by the College. The CM/CMAR shall review the minutes and submit comments to the Architect within two (2) business days of receipt. The Architect will incorporate comments received from the CM/CMAR and other attendees and issue the official meeting minutes not later than three (3) business days before the subsequent progress meeting. In case of disagreement with a comment, the College will make the final determination.
- e. Owner's Meetings shall be held monthly. The Construction Manager shall conduct the owner's meeting and provide the respective documentation. These meeting will be attended by the client, the College, the CM/CMAR, the Architect and design team as required.
- f. Pre-Installation and other special meetings shall be held as needed. The CM/CMAR shall conduct these meetings, prepare and distribute meeting minutes to all attendees and others as directed by the College within three (3) days of such meetings. Representatives of the College may attend meetings and shall in any case receive all

notices and minutes of these meetings.

- g. Commissioning meetings: The commissioning authority will conduct meetings to plan, manage, coordinate and communicate commissioning activities, and will issue meeting minutes. The CM/CMAR's commissioning coordinator and pertinent trade contractors shall attend
- h. Work Acceptance Conference: The CM/CMAR will schedule the work acceptance conference at least two months prior to substantial completion. The College will conduct the work acceptance conference to be attended by the CM/CMAR, major trade contractors, Architect and Architect's consultants. Topics will include completion procedures, required documentation and scheduling of activities and deliverables required prior to substantial completion, during the acceptance phase, during the Contract completion phase, and during and after the warranty period. The conference will be held in sufficient time well before substantial completion to allow for completion activity planning and scheduling.

7. Reports

7.1 General

- a. The CM/CMAR shall keep accurate and detailed written records of project progress during all stages of construction.
- b. The CM/CMAR shall submit the required reports to the College on the status of construction, including update copies of all logs maintained at the site, such as those for Contract Modifications, claims, submittals.

7.2 Daily Diary: The CM/CMAR shall maintain a detailed daily diary of all events, which occur at the job site or elsewhere, and which affect, or may be expected to affect, project progress. The diary shall record weather data, including minimum and maximum temperatures, precipitation type and amount, sky conditions, and wind velocities. The diary shall also record visitors, and include a detailed list of material deliveries to the site. The diary shall be available to the College at all times and shall be turned over to the College upon completion of the Contract.

7.3 Daily Reports: The CM/CMAR shall compile a summary daily report consisting of the following for submittal to the College.

- a. The CM/CMAR's Daily Diary.
- b. The CM/CMAR's daily report describing the construction activities of

the day along with manpower and equipment usage, including that of the Trade Contractors.

7.4 The CM/CMAR shall provide a written report on a monthly basis, beginning thirty (30) calendar days from the issuance of the Notice to Proceed for Construction, or at the College's request. The CM/CMAR shall submit to the College the report formats for each report within ten (10) days of issuance of the Construction Phase Notice to Proceed. The CM/CMAR shall obtain the College's approval of these formats prior to submission of the report. The audience for the monthly report by the CM/CMAR are College executives which are not necessarily familiar with the day to day activities of the project. The monthly report shall include the following items in the order listed:

- a. Project Status: Written summary of the status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.
- b. Issues: Describe current critical construction issues with proposed solutions for resolution.
- c. Schedule: A brief narrative of the schedule and status of the significant milestones.
- d. A 30 and 60 day look ahead schedule and written narrative.
- e. Cost Status: Written summary of the financial status of the Project. Include the GMP contingency log and GMP contingency burn rate narrative and any actual or potential financial concerns associated with subcontractors working on the project.
- f. Safety: A safety log of incidents/illnesses.
- g. Contract Modifications: A summary statement as to the status of Contract Modifications, and Modifications which require the College's immediate attention.
- h. Photographs: Include several photographs highlighting the current progress.

8. Project Photographs

8.1 The PGCC General Conditions require the CM/CMAR to submit progress photographs monthly in sufficient detail to properly record the work. Provide a minimum of (12) pictures each month showing the Project from different viewing angles, and others to document special conditions. The photographs shall be taken in electronic format, and shall be provided to the College for

viewing and printing via the Internet. The CM/CMAR's monthly report shall include color print outs of these photos. All photographs shall be provided by a professional construction photography and photo documentation services company.

9. Quality Control/Inspection

- 9.1 The CM/CMAR shall perform quality control inspections on the work of the Trade Contractors to guard the College against defects and deficiencies in the work, and shall coordinate this activity with the on-site duties of the Architect. He shall advise the Architect and the College of any apparent deviations from the intent of the CDs, and shall take the necessary actions to correct such deviations.
- 9.2 The CM/CMAR shall hire a qualified and independent Testing and Inspection Agency to provide the testing and inspection services required in by the Construction Documents. The testing agencies shall submit copies of their reports to the College, the Architect, the appropriate Design Team consultants, and the CM/CMAR directly and simultaneously.
- 9.3 State Mandated Electrical Inspections: According to the Md. Code Ann. Pub. Safety § 12-605, the CM/CMAR shall obtain electrical installation inspection from a non-governmental electrical inspector approved by the state fire marshal. The CM/CMAR shall coordinate inspections, coordinate inspection schedule with the College, and obtain the electrical inspection certificate within 15 days after completion of electrical installation. The CM/CMAR shall obtain electrical inspections of portions of the Work as they are completed and as required by the electrical inspector, and sufficiently ahead of close-in work so that corrections and re-inspections may be made, and in all cases while the area is accessible and visible for inspection.
- 9.4 The CM/CMAR shall track deficiencies submitted by the Testing and Inspection Agencies, the College, and the Architect, as well as those that the CM/CMAR identifies. The CM/CMAR shall maintain a quality control log by Specification Division and shall include it in the CM/CMAR's Monthly Progress Report.
- 9.5 The College will assign personnel to the project for Quality Assurance (QA) purposes. The College reserves the right to independently contract for compliance inspection and testing.
- 9.6 The College shall, in all cases, make final interpretation of the Construction Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the PGCC General Conditions.

10. Project Safety

- 10.1 The CM/CMAR shall develop and implement a project safety program in accordance with the PGCC General Conditions and applicable regulations.
- 10.2 The CM/CMAR shall report to the College, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.

11. Substitution Requests

- 11.1 The CM/CMAR shall keep a log of substitution requests.
- 11.2 The CM/CMAR shall review substitution requests to insure that they are complete; and, if not, return them to the Trade Contractor for proper submission.
- 11.3 The CM/CMAR shall review substitution requests with the College prior to submission to the Architect. Substitution requests shall be reviewed for approval by the College. The College discourages substitutions and the College's approval will be granted only upon the most persuasive arguments as to quality, function and financial merit regarding a substitution
- 11.4 The CM/CMAR shall track and monitor substitution requests until all substitution requests are processed by the Architect and the College.

The CM/CMAR shall include substitution requests, if any, on the agenda topic at the Owner's meetings and advise the College immediately of any delays in the substitution request process.

12. Submittal Review / Processing

- 12.1 The CM/CMAR shall log submittals prior to submission to the College and the Architect. The CM/CMAR shall insure that submittal packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
- 12.2 The CM/CMAR shall utilize the Submittal module in the project management system for the Project. The CM/CMAR shall review submittals for compliance with the specifications. No substitution shall be permitted unless the substitution request process is followed.
- 12.3 The CM/CMAR shall track and monitor submittals throughout the Construction Phase until all submittals have been approved by the Architect and the College.
- 12.4 The CM/CMAR shall include submittals as an agenda item at all Owner meetings and advise the College immediately of any delays in the submittal process.

12.5 The CM/CMAR shall develop a submittal-aging report and submit it to the College at each bi-weekly progress meeting.

13. Requests for Information (RFIs)

13.1 The CM/CMAR shall utilize the RFI module in the project management system for the Project.

13.2 The CM/CMAR shall log and review all RFIs prior to submission to the College and the Architect. The CM/CMAR is to insure that the RFIs submitted are appropriate and not frivolous.

13.3 The CM/CMAR shall track and monitor all RFIs in a timely manner until they are processed by the Architect and the College.

13.4 The CM/CMAR shall include RFIs as an agenda topic at all Owner meetings and advise the College immediately of any delays in their processing. The CM/CMAR shall discuss with the College responses to RFIs that have an added cost impact.

13.5 The CM/CMAR shall develop an RFI aging report, and submit it to the College at each progress meeting.

14. Project Site Documents

14.1 The CM/CMAR shall develop, implement, and maintain at the Project site, on a current basis, a structured document control system which tracks records of contracts, RFI's, submittals, purchases, materials, equipment, operating and maintenance manuals and instructions, and any other documents and revisions which arise out of the Contract or the work.

14.2 These documents shall be readily available to the College any time during the performance of this Contract.

14.3 The CM/CMAR shall maintain an accurate set of as-built construction documents, i.e. contract drawings and specifications, and update them weekly to reflect the as-built conditions, including RFIs, ASI's, Change Bulletins and approved products. The CM/CMAR shall monitor and audit mark-ups of as-built conditions by Trade Contractors on a weekly basis.

14.4 The CM/CMAR shall have a set of operating manuals in the field office for any piece of equipment that is started up.

15. Commissioning

15.1 The CM/CMAR shall cooperate with the independent Commissioning Agent's activities and shall coordinate and oversee the participation of the trade

contractors during construction. The Construction Manager shall ensure that all systems meet the project requirements and participate in verification that the fundamental building elements and systems are installed and calibrated to operate as intended.

15.2 The CM/CMAR shall provide two review copies of the required Operating and Maintenance Manuals for equipment associated with all systems to be commissioned at least one (1) month prior to the demonstrations for such equipment.

15.3 The CM/CMAR shall identify a commissioning coordinator who will be the CM/CMAR's point of contact for commissioning activities.

16. Change in Scope and Change in the GMP

16.1 The College may unilaterally at any time by written Modification to the Contract make changes within the general scope of the work to be performed under the Contract.

a. Changes in the scope of work to be performed during the Construction Phase shall be governed by the PGCC General Terms and Conditions of the Contract, as supplemented by the provisions of this SECTION. Notwithstanding anything in the PGCC General Conditions, the provisions thereof shall apply only to work to be performed in the Construction Phase.

b. The CM/CMAR shall notify the College in writing with detailed cost supportive data (and copy to Architect) if an apparent change in scope or design will require a change in the GMP.

c. It is understood and agreed that refinement may be accomplished from time to time with respect to the Construction Documents. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement results in changes in the scope or design of the Project, as determined by the College. Nothing herein shall be construed to preclude the College from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the CDs. As indicated in Part A Paragraph 12 in this SECTION, Modifications to the Contract will not be made for resolution of conflicts in the CDs which are required to be covered by the GMP Contingency.

d. No Contract Modification expenditures shall be made against the Contract prior to issuance of a Modification to the Contract by the College.

e. The College and Architect will review the CM/CMAR's analysis and

cost data and advise the CM/CMAR of their findings. The College and CM/CMAR shall reach agreement on the nature of the subject change and upon the College's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The CM/CMAR shall notify the Architect and the College of such changes before Trade Contract bids for the work associated are requested.

- f. Changes to the GMP will only be made by issuance of Modifications to the Contract by the College.

The CM/CMAR shall utilize the project management system for all proposed contract modifications. The CM/CMAR shall, with complete supporting data, recommend necessary/desirable changes to the College and the Architect for approval. The CM/CMAR shall review and negotiate Trade Contractor change order proposals and verify entitlement and price before forwarding them to the College.

- 16.2 No increase to the CM/CMAR Construction Services Fee or GMP Contingency shall be assessed for Modifications to this Contract except for College-initiated Modifications after the cumulative value of College-initiated Modifications exceeds five percent (5%) of the aggregate GMP. If the cumulative value exceeds the five percent (5%), the CM/CMAR may request additional fee. The maximum amount of fee allowed is a percent determined by the ratio Construction Services Fee to the Project Construction Cost Limit identified in this RFP. The maximum amount of contingency allowed is fixed percentage stated earlier for GMP Contingency. The cumulative value indicated here shall only include College initiated Modifications processed after the GMP is approved. Additional fees in cases where the approved GMP exceeds the Project Construction Cost Limit established in the RFP are addressed in Section III.
- 16.3 General Conditions: Refer to SECTION VIII in this RFP for provisions regarding changes in scope.
- 16.4 Credits associated with scope reductions shall revert to the College in full.
- 16.5 Changes Order proposals shall only include the cost of the trade contract work:
 - a. The inclusion of additional GMP contingency will only be allowed in cases of complex owner-initiated scope changes which involve multiple subcontractors, scope reviews and additional coordination. GMP contingency will not be allowed on typical changes, including those resulting from Architect's supplemental instructions or change bulletins, unless they include a scope change specifically requested by the College.

If GMP contingency is allowed in a change order, GMP contingency will be the source of funds to cover the events identified in “GMP Contingency” in Part A of this Section, associated with the added scope of work.

- b. Contractor Bond and Insurance shall not be included in change orders. Their cost will be reimbursed by the College upon submission of copies of invoices from the bonding and insurance carriers.
- c. If the Contractor and the College agree to use Contractor Default Insurance (CDI) instead of Subcontractor Bonds, CDI shall not be included in individual change order requests. CDI will be reimbursed upon submission of invoices from the CDI carrier.
- d. If the Contractor and the College agree to use Contractor Controlled Insurance Program (CCIP) instead of Subcontractor insurance, CCIP shall not be included in individual change order requests. CCIP will be reimbursed upon submission of invoices from the CCIP carrier.

17. Separate Contracts

- 17.1 Without invalidating the relationships with the CM/CMAR, the College reserves the right to let other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of the CM/CMAR's work. The CM/CMAR shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the CM/CMAR shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the CM/CMAR from carrying out his work according to the plans and specifications, the CM/CMAR shall immediately notify the Architect and the College upon discovering such conditions.

18. Building Information Modeling (BIM) Services

- 18.1 The Construction Manager shall provide the following BIM modeling services during Construction:
 - a. RFI and Submittal review and approval.
 - b. Coordinate pre-fabrication and CNC fabrication
 - c. Visualization of construction issues
 - d. Embed operation and maintenance information into the model
- 18.2 The Construction Manager shall continue the spatial coordination efforts throughout the entire construction period by employing the technology to check any and all updated information placed in the model.

The Construction Manager shall be the Model Element Author

(MEA) during the Construction Phase. The Model Content during construction shall meet the requirements of LOD 400 as defined on AIA’s Digital Practice Documents for the following Model Elements:

- a. Substructure
- b. Shell
- c. Services (Electrical Conduit 2” or larger)

18.3 The Model Element Author (MEA) during the Close-Out Phase will be determined during the design phase. The Model Content of the As- built model shall meet the requirements of LOD 500 as defined on AIA’s Digital Practice Documents for the following Model Elements:

- a. Substructure
- b. Shell
- c. Services (Electrical Conduit 2” or larger)

18.4 The scope of BIM services to be provided by the A/E and the CM/CMAR is defined by the example AIA form shown below: (NOTE: When using an AIA document, you need to reference the entire document name and form number. This reference is missing.)

					Preliminary Design		Schematic Design		Design Development		Construction Documents		Construction		Close Out/Post Construction			
					LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	Notes	
A SUBSTRUCTURE	A10 Foundations	A1010	Standard Foundations			100	A	200	A	300	E	400	CM/	500				
		A1020	Special Foundations					200	E	300	E	400	CM/	500				
		A1030	Slab on Grade			100	A	200	A	300	E	400	CM/	500				
	A20 Basement Construction	A2010	Basement Excavation			100	A	200	A	300	E	400	CM/	500				
		A2020	Basement Walls			100	A	200	A	300	E	400	CM/	500				
	B SHELL	B10 Superstructure	B1010	Floor Construction			100	A	200	A	300	E	400	CM/	500			
B1020			Roof Construction			100	A	200	A	300	A	400	CM/	500	TBD			
B20 Exterior Enclosure		B2010	Exterior Walls			100	A	200	A	300	A	400	CM/	500		TBD		
		B2020	Exterior Windows			100	A	200	A	300	A	400	CM/	500		TBD		
		B2030	Exterior Doors			100	A	200	A	300	A	400	CM/	500		TBD		
B30 Roofing		B3010	Roof Coverings			100	A	200	A	300	A	400		500				
		B3020	Roof Openings			100	A	200	A	300	A	400		500				
C INTERIORS		C10 Interior Construction	C1010	Partitions			100	A	200	A	300	A	400	CM/	500		TBD	
	C1020		Interior Doors			100	A	200	A	300	A	400	CM/	500		TBD		
	C1030		Fittings							300		400						
	C20 Stairs	C2010	Stair Construction			100	A	200	A	300	A	400	CM/	500				
		C2020	Stair Finishes					200	A	300	A	400		500				
	C30 Interior Finishes	C3010	Wall Finishes					200	A	300	A	400		500				
		C3020	Floor Finishes					200	A	300	A	400		500				

		C3030	Ceiling Finishes				200	A	300	A	400	CM/	500	TBD	
D SERVICES	D10 Conveying	D1010	Elevators & Lifts		100	A	200	A	300	A	400	CM/	500	TBD	
	D20 Plumbing	D2010	Plumbing Fixtures		100	A	200	E	300	E	400	CM/	500	TBD	
		D2020	Domestic Water Distribution		100		200	E	300	E	400	CM/	500	TBD	1.

		D2030	Sanitary Waste			100		200	E	300	E	400	CM/	500	TBD	
		D2040	Rain Water Drainage					200	E	300	E	400	CM/	500	TBD	
		D2090	Other Plumbing Systems					200		300		400		500		
D30	HVAC	D3010	Energy Supply			100		200	E	300	E	400	CM/	500	TBD	1.
		D3020	Heat Generating Systems					200	E	300	E	400	CM/	500	TBD	1.
		D3030	Cooling Generating Systems					200	E	300	E	400	CM/	500	TBD	1.
		D3040	Distribution Systems					200	E	300	E	400	CM/	500	TBD	1.
		D3050	Terminal & Package Units					200	E	300	E	400	CM/	500	TBD	1.
		D3060	Controls & Instrumentation							300		400	CM/	500	TBD	
		D3070	Systems Testing & Balancing									400	CM/	500	TBD	
		D3090	Other HVAC Systems & Equipment					200		300		400		500		
D40	Fire Protection	D4010	Sprinklers					200	E	300	E	400	CM/	500	TBD	1.
		D4020	Standpipes			100		200	E	300	E	400	CM/	500	TBD	
		D4030	Fire Protection Specialties					200	E	300	E	400	CM/	500		
		D4090	Other Fire Protection Systems							300		400		500		
D50	Electrical	D5010	Electrical Service & Distribution			100		200	E	300	E	400	CM/	500	TBD	1.
		D5020	Lighting and Branch Wiring					200	E	300	E	400	CM/	500	TBD	1.
		D5030	Communications & Security					200		300		400		500		
		D5090	Other Electrical Systems					200		300		400		500		
E	EQUIPMENT & FURNISHINGS	E10	Equipment	E1010	Commercial Equipment			200		300		400		500		
				E1020	Institutional Equipment			200		300		400		500		
				E1030	Vehicular Equipment											
		E20	Furnishings	E2010	Fixed Furnishings			200	A	300	A	400	CM/	500		
				E2020	Movable Furnishings			100	A	100	A	400				
F	SPECIAL CONSTR. & DEMO	F10	Special Construction	F1010	Special Structures			200		300		400		500		
				F1020	Integrated Construction			200		300		400		500		
		F20	Selective Bldg Demo	F2010	Building Elements Demolition											
				F2020	Hazardous Components Abatement											
G	BUILDING SITEWORK	G10	Site Preparation	G1010	Site Clearing			100		200		300		400		
				G1020	Site Demolition & Relocations			100		200		300		400		500
				G1030	Site Earthwork			100		200		300		400		500
				G1040	Hazardous Waste Remediation			200		300		400				
		G20	Site Improvements	G2010	Roadways			200		300		400		500		
				G2020	Parking Lots			200		300		400		500		
				G2030	Pedestrian Paving			100		200		300		400		500
				G2040	Site Development			100		200		300		400		500
				G2050	Landscaping			100		200		300		400		500
		G30	Site Civil/ Mech. Utilities	G3010	Water Supply & Distribution Systems			100		200		300		400		500
				G3020	Sanitary Sewer Systems			100		200		300		400		500
				G3030	Storm Sewer Systems			100		200		300		400		500
				G3040	Heating Distribution			200		300		400		500		
				G3050	Cooling Distribution			200		300		400		500		

	G3060	Fuel Distribution					200		300		400		500											
	G3090	Other Civil/ Mechanical Utilities					200		300		400		500											
G40	Site Electrical Utilities	G4010	Electrical Distribution			100		200		300		400		500										
		G4020	Site Lighting					200		300		400		500										
		G4030	Site Communications & Security			100		200		300		400		500										
		G4090	Other Electrical Utilities			100		200		300		400		500										
G50	Other Site Construction	G5010	Service Tunnels			100		200		300		400		500										
		G5090	Other Site Systems & Equipment			100		200		300		400		500										
													LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA	LOD	MEA

Notes:

1. Lines greater than 2 inches in diameter to be shown.
2. BIM Definitions and Responsibilities: Refer to the 2013 AIA Digital Practice Documents.
3. TBD (The indicated LOD not included under the original CM/CMAR Contract)

19. Operations and Maintenance Manuals

19.1 The CM/CMAR shall provide two (2) review hard copies of the required operating and maintenance manuals for equipment associated with systems to be commissioned including mechanical, plumbing, fire protection, fire alarm, electrical, and other systems, at least thirty (30) days prior to the demonstrations for such equipment.

19.2 Provide final updated data in operations and maintenance manuals to reflect final as-built systems and equipment. Do not include emails or other such documents. Data available in color shall be provided in color.

19.3 The CM/CMAR shall provide electronic files of approved operating and maintenance manuals in Portable Document Format that is in color, readable, searchable, and with bookmark links, and two bound hard copies in color with table of contents.

20. Training and Demonstrations: Provide a proposed training and demonstration schedule at least four (4) weeks prior to commencement of these activities, and complete required training and demonstrations for the institution's personnel prior to substantial completion.

21. Extra Stock, Tools, Spare Parts, Keys

- 21.1 Deliver the spare parts, attic stock, equipment keys and tools, and other specified materials to the College a minimum of thirty (30) days prior to Substantial Completion.
- 21.2 Tag, label, and turnover building keys, access cards, other security items, and other College property in the CM/CMAR's possession prior to substantial completion.

22. Claims Avoidance / Resolution

- 22.1 The CM/CMAR shall advise the College, as necessary, on construction issues so as to avoid disputes. Such advice shall be provided on a timely basis.
- 22.2 If claims, disputes arise, the CM/CMAR shall provide the College with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review.

23. Substantial Completion

- 23.1 The work and services under this Contract shall be scheduled to achieve Substantial Completion within an established period of time from the Construction Phase Notice to Proceed (NTP). Refer to SECTION III, Parts A and B for completion periods and/or dates for this Project.

C. ACCEPTANCE PHASE

- 1. Complete the requirements of this phase within the duration required by the Contract Documents. Provide schedules for and management of required activities during this phase.
- 2. The CM/CMAR shall complete the punchlist work and notify the College and Architect that the project is ready for final inspection within eight (8) weeks after the date of substantial completion. Comply with the requirements of the Contract Documents for final inspection and final completion.
- 3. Participate in completion of commissioning activities:
- 4. Within 30 days after the date of substantial completion, provide hard copies of the as-built documents and the as-built BIM model to the College and the Architect.

5. Sustainable Building Rating System Certification: Complete submission of documentation during this phase per the requirements of the contract documents.
6. Demobilize trailers and other temporary facilities before or after substantial completion as coordinated with the College, restore the site per the Contract Documents, and settle and pay final utility bills.
7. Coordinate all acceptance phase activities with the College's occupancy activities, which may include keying, access control activation, room signage, furniture delivery and installation, equipment delivery, occupant move-in, and other activities.
8. Submit progress reports through final completion.

D. CONTRACT COMPLETION PHASE SERVICES

1. Request reduction of retainage and submit consent of surety to the reduction of retainage.
2. Provide a schedule for post-substantial completion activities and services specified in the construction documents, which may include opposite-season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.
3. Final Contract Report: Provide one hard copy and the native files for a final contract report on the financial reconciliation of the Contract within 30 days after final completion. The CM/CMAR shall submit the final contract report based on the format provided by the College, and revise the report as required by the College. The final contract report shall include the following information:
 - 3.1 A Contract summary matrix.
 - 3.2 A matrix enumerating the original Contract, contract modifications, and final Contract total.
 - 3.3 Detailed matrices of the disposition of each of the following: pre-construction services fee; project allowances; subcontracts for special contracts; subcontracts for trade contracts; GMP allocations; GMP allowances; GMP contingency; general conditions cost; and construction services fee.
 - 3.4 Reconciliation of unit prices and unit measurements, if applicable.
 - 3.5 Copies of consultant agreements and change orders.

- 3.6 Copies of subcontractors' change orders.
 - 3.7 Release of Liens: Provide a release of liens for each trade contract whose final contract amount is over \$50,000. The release of liens shall indicate the amount of the original trade contract, the total amount of change orders, and the final trade contract amount. The release of liens must be signed by the trade contractor and notarized.
 - 3.8 Other information and documents requested by the College.
4. Comply with requirements of the Contract Documents for final payment

E. WARRANTY PERIOD

1. Respond to the College's requests for obtaining and management of trade contractors' warranty services.
2. Attend and participate in warranty inspections at six months, twelve months, and 23 months after substantial completion to identify warranty issues requiring correction, replacement, or repair. Items identified during the inspections will be compiled in a list and issued by the Architect.
3. Schedule, manage, and coordinate with the College the post-substantial completion activities and services specified in the construction documents, which may include opposite-season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.

END OF SECTION V

SECTION VI
CONSTRUCTION
GENERAL TERMS AND CONDITIONS
OF THE CONTRACT
(Under Separate Cover)

SECTION VII
GENERAL CONDITIONS COSTS

SECTION VII GENERAL CONDITIONS COSTS

A. GENERAL CONDITIONS GUIDELINES

1. The CM/CMAR shall estimate a fixed lump sum amount for General Conditions for the Project and submit it in the Price Proposal. This amount will be added to the proposed Construction Management Services Fee for evaluation of Price Proposals.
2. The General Conditions items shall be estimated by the CM/CMAR and submitted with his Price Proposal. The CM/CMAR will calculate and manage General Conditions expenses using his own format and cost breakdown. This SECTION provides CM/CMARs with a guideline for estimating General Conditions costs. This SECTION does not attempt to identify every General Conditions item. It is the CM/CMAR's responsibility to include all General Conditions items required to complete the Project.
3. The General Conditions cost submitted by the CM/CMAR is a fixed cost. It is not subject to shared savings, and cost overruns will be absorbed by the CM/CMAR. The GMP Contingency shall not be used to cover General Conditions cost overruns.
4. This SECTION identifies items that are to be included as project allowances in the CM/CMAR's Price Proposal. Refer to SECTION V in this RFP for the definitions of project allowances, GMP Allowances and GMP Allocations.
5. The College recognizes that certain events during the development of the design may result in changes that could impact General Conditions costs. In these cases, the College may authorize (or request) increases in or reductions to General Conditions costs. The approved increases in General Conditions costs will be funded from the established GMP Contingency. Reductions to General Conditions costs will be transferred to the GMP Contingency. In the event of College-initiated scope changes, any increase or decrease in General Conditions will be negotiated on a case by case basis.
6. No additional General Conditions Cost will be considered unless additional personnel, time, or specific CM/CMAR General Conditions costs result from a change.
7. For the purposes of submitting a Price Proposal, Proposers shall separate General Conditions costs and Construction Management fees. This SECTION also identifies costs that Proposers shall assume to be included in Trade Contracts. The College may negotiate the movement of these items in or out of Trade Contracts at a later date. The CM/CMAR shall calculate his Price Proposal for General Conditions in strict compliance with this SECTION.
8. Costs associated with the CM/CMAR's main office or main office personnel, including the costs associated with the use of items or equipment of the main office, shall not be included in

General Conditions. All such costs are deemed to have been included in the fixed fee for Construction Management Services.

9. Payment for General Conditions will be made based on the percentage of completion of the Trade Contractors' work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.
10. The CM/CMAR shall ensure that Trade Contractors comply with any requirements regarding noise, traffic control, clean up, and work hour restrictions as required for this Project.

B. GENERAL CONDITIONS EXPENSES

Unless noted otherwise, General Conditions shall include but not be limited to the following items:

1. Field Personnel:
 - 1.1 Staffing of the Project with the qualified field personnel required for the effective management of the Project. General Conditions shall include all required field personnel, such as Project Manager, Superintendent(s), Assistant Project Manager(s), Project Engineer(s), Clerk/Secretaries, Assistant Superintendent(s), Laborer Foremen, and Laborer(s) as required to manage the Project.

Field personnel shall include no less than the personnel indicated on the Personnel Plan, which shall be completed by the CM/CMAR and submitted with the Technical Proposal.

The remainder of the field personnel and their percent of time on the Project shall be determined by the CM/CMAR.
 - 1.2 Out-of-town travel expenses for field personnel related to off-site equipment, materials inspections, or relocation, including hotel, meals, and transportation.
 - 1.3 Adequate field supervisory and on-site staff for three (3) months after Substantial Completion to allow the expeditious completion of the punchlist, project close out, and financial close out, including submission of the final GMP report.
 - 1.4 Adequate field supervisory and on-site staff for effective management of record keeping and tracking of recycled content of materials and products utilized, and recycling of waste materials required by LEED. In addition, the CM/CMAR on-site staff shall fill out the required UGBC online forms associated with all construction phase LEED credits activities and shall upload all required

supporting documentation from the CM/CMAR and Trade Contractors. The LEED administrator will review the form and the supporting documentation and will submit to USGBC. The CM/CMAR shall be responsible for the accuracy and completeness of the information. The LEED Certification level required for this project is indicated elsewhere on this RFP.

- 1.5 Main office personnel, including the Project Executive, and personnel costs not identified herein are not included in General Conditions regardless of the physical location of the personnel, and shall be included in the CM/CMAR Construction Services Fee. Some examples of non-eligible costs are information technology personnel, financial or accounting personnel, safety personnel, and schedulers, regardless of their physical location.
- 1.6 Bonuses of any type are not eligible as General Conditions.
2. Vehicles
 - 2.1 Expenses for vehicles utilized by field personnel including lease, insurance, maintenance and repair costs, and the cost of gas or fuel.
3. Safety and Site Security:
 - 3.1 The CM/CMAR shall establish and maintain an on-site safety program throughout construction.
 - 3.2 First aid supplies, visitor and CM/CMAR personnel hardhats and goggles, safety signage, and security locks.
 - 3.3 The costs associated with the provision, installation and maintenance of safety devices, including safety railings and barricades, fall protection, partitions, ladders, stairs, site fencing around the limits of disturbance, covered walks, traffic control devices, and other safety devices shall be included in Trade Contracts.
 - 3.4 Flaggers and the services of a security company which would provide on-site security personnel shall be included in Trade Contracts.
 - 3.5 Costs associated with CM/CMAR's safety personnel are not in General Conditions regardless of the personnel's physical location and shall be included in the CM/CMAR Construction Services Fee. Some examples of personnel that are not in General Conditions are safety program manager, training personnel, inspection personnel, and other safety personnel.
4. Temporary Field Facilities and Services:

- 4.1 Set up, removal, and monthly rent for CM/CMAR and College trailers.
 - 4.2 Field office for the College's on-site field representative(s). This shall be a separate trailer, in excellent condition, with appropriate security features, to house the College's field personnel. This field office shall have the same level of quality, services, and utilities as the CM/CMAR's field office, and shall be maintained and cleaned by the CM/CMAR. The College will assign the following field personnel to this Project:
 - a. Full-time on-site representative(s): Two (2)
 - b. Full-time project clerk: One (1)
 - 4.3 Utilities for CM/CMAR and College field offices, including power, water, gas/heating, sewer and their respective connections.
 - 4.4 CM/CMAR field office communication services for land telephone and its voice mail, cellular phones, walkie-talkies, and internet connections; and College field office communication services for land telephone and its voice mail, and internet connections.
 - 4.5 Cleaning and security alarm systems for CM/CMAR field office and College field office.
 - 4.6 Temporary toilets/sanitary facilities, including paper products, for the CM/CMAR, College personnel, Trade Contractors' personnel, and other personnel and visitors as required.
 - 4.7 Project sign(s) identifying the Project, and construction signage as required for directional or traffic control purposes. The project sign is 6' x 8' x 3/4" wood.
 - 4.8 Installation and maintenance of temporary roads shall be included in Trade Contract(s).
5. Field Offices' Equipment and Software:
- 5.1 The CM/CMAR's field office equipment shall include at least one copy machine; one scanner; one large format plotter, one digital camera; the software associated with this equipment; office furniture for personnel; and a table and chairs for a 20-person conference room.
 - 5.2 Maintenance and repair of field office equipment for CM/CMAR and for College on-site field representative(s).

- 5.3 Computer equipment; computer software; software support provided by CM/CMAR's personnel or by an independent company; and maintenance and repair of field office computer equipment for CM/CMAR.
 - 5.4 Provide one multi-function copier/scanner/printer machine, a landline with voicemail, associated software, broadband internet service, and office furniture that is similar to that provided for the CM/CMAR's field personnel for the exclusive use of the College's field personnel.
 - 5.5 Include the licenses for the CM/CMAR's personnel for the designated project management system. The College will provide licenses for College field personnel.
6. Field Offices' Supplies and Postage/Shipping:
- 6.1 Field office supplies and postage/shipping.
 - 6.2 Field office supplies for the College's field personnel as required to perform his duties.
 - 6.3 Postage, shipping, and deliveries of submittals, reports, and other required deliveries during construction.
 - 6.4 Personal electronic devices are not included in General Conditions.
7. Project Documentation and Reproduction:
- 7.1 The following are the number of copies of documents to be provided by the CM/CMAR that are required for use by the College, Fire Marshal, User, Commissioning Agent, Architect and his Consultants:
 - a. Submittals and re-submittals: Two (2) Copies
 - b. Monthly Progress Reports: None (Electronic only)
 - c. All other Reports and Documents: Two (2) Copies
- The CM/CMAR shall add to these quantities the number of copies that he requires for himself and the Trade Contractors, including the number of submittals to be returned to the CM/CMAR by the Architect, to determine total quantities.
- 7.2 Other miscellaneous field reproduction costs, such as correspondence, close-out documents, record documents, and monthly reports.
 - 7.3 The College may authorize in writing reproduction costs for special cases when larger quantities are needed by the College.

8. Temporary Utilities:

- 8.1 Temporary power shall be the CM/CMAR'S/CM's sole responsibility; temporary power for lighting; temporary water, sewer, gas, and building heat required from NTP for Construction to Substantial Completion (or beneficial occupancy if not on the same day). Temporary power and temporary utilities as defined herein include the cost of permanent power and permanent utilities to the building through the date of Substantial Completion.
- 8.2 Set up and maintenance of temporary utilities, including temporary meters, shall be included in Trade Contracts.
- 8.3 Temporary heat for concrete and masonry Trade Contractors' work shall be included in Trade Contracts.
- 8.4 Temporary lighting installation, such as wiring, fixtures, fittings, lamps, secondary panels, and other devices, shall be provided by the electrical Trade Contractor.
- 8.5 The CM/CMAR shall insure proper use of these services and prevent waste and excesses by his personnel or by the Trade Contractors.
- 8.6 CM/CMAR shall reimburse the College for any Utilities consumed prior to Substantial Completion.

9. Waste Management and Daily Cleaning

- 9.1 Labor cost for management of the daily site cleaning and trash collection shall be included under Part B Paragraph 1 in this SECTION.
- 9.2 Daily and rough cleaning is not in General Conditions, and shall be in Trade Contractors' scope of work. The CM/CMAR shall provide a daily and rough cleaning plan and obtain College approval before GMP bidding.
- 9.3 Regular trash collection and removal shall be in a Trade Contract. Waste management and recycling as required by USGBC in projects where LEED certification is pursued shall be in a Trade Contract. These Trade Contracts may be two separate contracts, or one and the same Trade Contract.

10. Protection of Finished Work

Protection of existing facilities, where applicable, and protection of finished work shall be included in Trade Contract(s).

11. Weather and Other Protection

11.1 Temporary weather and dust protection (that which practically remains outside of Trade Contracts) as may be required during construction.

11.2 Site snow removal, as may be required during construction.

11.3 Materials for maintenance of erosion control after the end of the Site Trade Contractor's maintenance.

11.4 Pumping and dewatering shall be included in a Trade Contract.

12. Material Handling

12.1 Chute(s).

12.2 Cranes, hoists, and crane and hoist operators shall be assumed to be in Trade Contracts(s).

13. Elevator Operators

13.1 Elevator operators after receipt of a temporary elevator permit.

13.2 Elevator operators shall be assumed to be in a Trade Contract prior to receipt of a temporary elevator permit.

14. Miscellaneous Materials and Small Tools:

14.1 Miscellaneous materials, small tools, surveying equipment, and other types of equipment.

15. Permits and Fees

The CMAR pays for all Permit Fees and agency fees and As-Built Drawings required by DPIE.

15.1 Fees for permits and approvals obtained by the Architect are paid by the CMAR and are included in general conditions cost. If applicable, the engineer's as-built certification required by Maryland Department of the Environment during construction will be provided by the Architect and the CMAR currently.

15.2 Obtaining and paying fees for any other permits, approvals, licenses, inspections by authorities having jurisdiction, state and local mandated electrical inspection, and electrical inspections that are necessary for the means and methods

employed by the CM/CMAR to complete the Work or that are customarily obtained during construction are not included in general conditions cost and shall be in trade contracts.

16. Performance and Payment Bonds: Include the costs of the performance and payment bond required for the construction phase of the project.
17. Insurance Required during Construction:
 - 17.1 Refer to SECTIONs III and VI of this RFP for insurance requirements for the Pre-Construction phase, and to SECTIONs I, VI, and VII in this RFP for other requirements regarding insurance.
 - 17.2 The costs of required insurance for the Construction Phase of the Project are included in General Conditions. These costs shall be based on the Project Construction Cost Limit identified in SECTION III in this RFP, or as specified by the College at a later date.
18. Partnering during the Construction Phase:
 - 18.1 Salary and travel costs associated with attendance of the CM/CMAR's field personnel at partnering workshops.
 - 18.2 Salary and travel costs associated with attendance of the CM/CMAR's non-field personnel at partnering workshops shall be included in the CM/CMAR Construction Services Fee.
 - 18.3 Salary and travel costs associated with attendance of the Trade Contractor personnel shall be included in the trade contracts.
19. Professional and Special Services:
 - 19.1 Final cleaning and glass-cleaning services are not included in General Conditions, and shall be Trade Contract(s).
 - 19.2 The following are not included in General Conditions and shall be Trade Contracts or consultant agreements approved by the College. The CM/CMAR shall obtain competitive pricing for these services. The College may consider non- competitive pricing under certain circumstances:
 - a. Surveying services, including site survey and layout as required by the Construction Documents.
 - b. Testing and inspection services provided by an independent testing agency.
 - c. Air monitoring services provided by an independent air monitoring

service and as required by USGBC to achieve the specific LEED point or credit pursued by the College.

Scheduling services, whether provided by the CM/CMAR’s in-house personnel or by a consultant, shall be included in the CM/CMAR Construction Services Fee.

19.3 Building Information Modeling (BIM) services as described in Section V during the Construction phase, whether provided by the CM/CMAR’s in-house personnel or by a BIM consultant, shall be included in the CM/CMAR Construction Services Fee

20. Other Professional Services: Legal services required by the CM/CMAR are not included in General Conditions. Any and all costs for legal services for any eventuality shall be included in the CM/CMAR fee.

C. GENERAL CONDITIONS COSTS MATRIX

This matrix provides an example of a general summary of the requirements it does not include all the requirements.

	Category	In General Conditions	In CM/CMAR Construction	In Trade Contract
1	CM/CMA R’s Field Personnel	Project Manager; Superintendent (s); other field personnel; payroll burden expenses for field personnel; out-of-town travel expenses.	Project Executive/Director; safety personnel; main office personnel; IT personnel; accounting and financial personnel; bonuses.	None.
2	CM/CMAR’s Vehicles	Field personnel vehicle costs, including lease, insurance, maintenance, repair, and fuel.	Vehicle expenses for non-field personnel’s vehicles.	None for use by CM/CMAR personnel.
3	Safety and Site Security	First aid supplies; hardhats and goggles; safety signage; security locks.	Safety personnel.	Provision, installation and maintenance of safety devices; safety railings and barricades, fall protection, partitions; site fencing; covered walks, stairs and ladders; traffic control devices, flagmen; on-site security services.

	Category	In General Conditions	In CM/CMAR Construction	In Trade Contract
4	Temporary Field Facilities and Services	Rent, set-up, and removal of trailers for CM/CMAR and for College site representative; field offices' utilities, security, communication services, and cleaning; temporary sanitary facilities; project signs.	None.	None for use by CM/CMAR personnel; installation and maintenance of temporary roads.
5	Field Offices' Equipment and Software	Field office equipment, maintenance and repair; field office furniture; field office computer equipment, software, maintenance, repair, and support, e-Builder ® licenses for CM/CMAR field personnel.	Home office equipment, home office equipment maintenance and support.	None for use by CM/CMAR personnel.
6	Field Offices' Supplies and Postage/Shipping	Office supplies for CM/CMAR and College field offices; postage/	Personal electronic devices.	None for use by CM/CMAR personnel
7	Project Documentation and Reproduction	Reproduction indicated.	None	Reproduction indicated.
8	Temporary Utilities	Temporary utilities for the building under construction from NTP for construction to Substantial Completion (i.e. power, gas, sewer, water, etc.), except as indicated.	None.	Set up and maintenance of temporary utilities; temporary lighting installation; temporary heat for concrete and masonry Trade Contractors.
9	Waste Management and Daily Cleaning	None (staff and labor are in Item 1 above).	None.	Site and building daily and rough cleaning; trash collection and removal; LEED required waste management/ recycling.
10	Protection of Finished Work	None	None.	Protection of existing facilities and finished work.

	Category	In General Conditions	In CM/CMAR Construction	In Trade Contract
11	Weather and Other Protection	Temporary weather and dust protection not in Trade Contracts; site snow removal; materials for maintenance of erosion control not in Site Trade Contract.	None.	Maintenance of erosion control during Site Trade Contract; pumping and dewatering.
12	Material Handling	Chutes.	None.	Cranes, hoists and their operators.
13	Elevator Operators	After temporary permit.	None.	Prior to temporary permit.
14	Miscellaneous Materials and Small Tools	Miscellaneous materials; small tools; surveying equipment.	None.	None for use by CM/CMAR personnel.
15	Permit Fees	None.	None.	Permits, approvals, inspections by authorities having jurisdiction, and electrical inspections required during construction except as noted otherwise.
16	Payment and Performance Bonds	Payment bond and performance bond for the Construction Phase	None.	None to be submitted to the College.
17	Insurance Required during Construction	Insurance required during the Construction Phase.	None	None to be submitted to the College.
18	Partnering during Construction Phase	Field personnel attending workshops (salary and expenses); facilitator, workshop meals and expenses)	Non-field personnel, including Project Executive.	Participating Trade Contractor personnel.
19	Professional and Special Services	None.	Scheduling services and consultants. BIM services as described in Section V during the construction phase.	Final cleaning; and glass cleaning; surveying services; testing and inspection services commissioning agent; LEED air monitoring.
20	Other Professional Services	None.	Legal services.	None.

END OF SECTION VII

SECTION VIII

SAMPLE TASK ORDER DOCUMENTS

(Under Separate Cover)

SECTION VIII
SAMPLE DOCUMENTS

The following forms are samples of Task Order Documents (under separate cover)

- Task Order
- Task Order Modification
- Payment Bond
- Performance Bond

SECTION IX
SCHEDULES, REPORTS, AND
SCHEDULE OF VALUES

SECTION IX - SCHEDULES, REPORTS, AND SCHEDULE OF VALUES

A. DEFINITIONS

1. Schedule: The document required for planning and control of the timely execution of the Project.
2. Pre-Construction Phase Schedule: Schedule submitted by the CM/CMAR required for planning and control of Pre-Construction Phase activities.
3. Preliminary Construction Schedule: The schedule to be submitted by the CM/CMAR after NTP for the Construction Phase is issued, required for planning and control of construction activities until the Detailed Construction Schedule is submitted and accepted by the College.
4. Detailed Construction Schedule: The schedule required for planning and control of Construction Phase activities.
5. Critical Path Method (CPM): A construction scheduling technique using network analysis diagrams to plan and organize construction activities in an orderly manner along the critical path.
6. Critical Path: The longest path through a project network from start to finish where the total project duration is longer than any other path; also called Longest Path.
7. Network: A network diagram is a graphic representation showing the relationship of activities and events in the correct sequences required to complete the Project within the Construction Schedule required in SECTION III of this document, or as specified by the College at a later date.
8. Activity: One single identifiable task in the Project.
9. Critical Activity: Tasks on the Longest Path and/or tasks with zero (0) or negative total float time which determine the critical path and control project completion.
10. Event: The starting or ending point of an activity.
11. Float: Time available for a given activity in excess of its estimated duration. It represents the amount of leeway available in scheduling an activity.
 - 11.1 Free float: The amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 11.2 Total float: The amount of time an activity can be delayed without adversely affecting overall time for Project completion.

12. **Work Days:** The days during which the CM/CMAR intends that construction work will be performed, excluding Saturdays, Sundays, and holidays that are submitted by the CM/CMAR and agreed to by the College. The list of holidays shall be submitted to the College in writing and shall accompany the Preliminary Construction Schedule.
13. **Construction Phase Milestones:** The dates indicated in the most current Detailed Construction Schedule accepted by the College for completion of defined portions and/or phases of construction. Show milestones in the schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones shall represent only the major items of construction work or interface dates. Milestones are considered essential to the satisfactory performance of this Contract and to the coordination of work on the Project.

B. QUALITY ASSURANCE

1. **CM/CMAR's Administrative Representative:** The CM/CMAR shall designate an authorized representative in his firm who will be responsible for assisting in the preparation of the CPM Schedule and review/report progress of the Project to the College. The CM/CMAR's representative shall have direct project control and complete authority to act on behalf of the CM/CMAR in fulfilling requirements of this SECTION, and such authority shall not be interrupted throughout the duration of the Project.
2. Refer to SECTION II in this RFP for the minimum qualifications required for the scheduler.
3. **Computer Program:** The CM/CMAR shall use a computer software program for network analysis that has been developed specifically to manage CPM construction schedules and is acceptable to the College. Such software must be compatible with Oracle's Primavera P6 Professional R15 or later.

C. SCHEDULING SERVICES DURING PRE-CONSTRUCTION PHASE

1. The CM/CMAR shall, within fourteen calendar (14) days of the NTP for Pre-Construction services, provide the College with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with the Contract and for acceptable format.
2. Updated schedules shall be submitted immediately following each design phase submission.
3. Activities in the schedule shall represent the full list of the CM/CMAR's scope of work from NTP of Pre-Construction activities through approval of the GMP by the College, and shall include the major milestones of the Construction Phase and Post-Construction phase.

4. If an Architect's design schedule does not exist, the CM/CMAR will bear full responsibility for creating and submitting for approval a schedule incorporating the Architect's and CM/CMAR's tasks and responsibilities.
5. The CM/CMAR shall develop a detailed CPM schedule for use during the Pre-Construction Phase. This schedule shall incorporate the Architect's design schedule, the College reviews and approvals, and milestones, and all CM/CMAR activities required during Pre-Construction as identified in SECTION V, in this RFP. The College will approve the schedule with the Design Team's assistance. The CM/CMAR shall monitor this schedule during Pre- Construction, insure that this schedule is maintained, and advise the College in writing of any deficiencies in adhering to this schedule by any party.

D. PRELIMINARY CONSTRUCTION SCHEDULE

1. Preliminary Construction Schedule: Within fourteen (14) calendar days of the date established for commencement of the Construction Phase, submit a Preliminary Construction Schedule.
2. The following items shall be included:
 - 2.1 CPM network diagram containing detail activities for the first 120 days of construction and summary activities for the period after the first 120 days until the end of the Project. The work for each phase or area shall be represented by at least one summary activity such that the Preliminary Construction Schedule indicates construction work through Substantial Completion.
 - 2.2 A written detail description of the CM/CMAR's proposed construction methodology, including a proposed general sequencing plan.
 - 2.3 Proposed calendar (meeting the constraints of "Work Day" definition in this SECTION), indicating holidays, other proposed non-work days, and proposed time periods for shift work by trade, if any.
 - 2.4 Key Items Procurement: For all "key" (major equipment and materials and long-lead (over 16 weeks, from order placement to delivery)) items fabricated or supplied for construction, include a tabular report detailing these items and indicating schedule dates for the following related activities:
 - a. Preparation of submittals.
 - b. Review and approval of submittals. (Indicate a review time of no less than fourteen (14) calendar days from receipt to mailing for any individual submittal. Adjust logic and/or duration of submittal activities as directed by College in the event that the College determines that the CM/CMAR's

proposed submittal schedule assumes an overly concentrated period of submittal review).

- c. Manufacture or fabrication.
- d. Delivery.
- e. Receipt, inventory, off-loading, warehousing.
- f. Handling and re-handling.
- g. Erection or installation.
- h. Testing and inspection.
- i. Commissioning.

2.5 Tabulation of Submittals: Tabulate by date of submittals required during the first 120 days of construction. List those required to maintain orderly progress of construction, and those required early because of long lead-time for manufacture/fabrication or extended transportation/delivery requirements.

2.6 Distribution: Provide electronic files to the College and to the Architect. Distribute the Preliminary Construction Schedule to Trade Contractors and suppliers that need to know about the timing of these construction activities.

E. DETAILED CONSTRUCTION SCHEDULE

1. The CM/CMAR shall prepare and maintain a detailed construction schedule as described below. This schedule shall be the CM/CMAR's working schedule, used to plan, organize and execute the work, record and report actual performance and progress, and show how the CM/CMAR plans to complete remaining work as of the end of each progress report period.
2. Upon acceptance by the College of the Detailed Construction Schedule, it will become the Baseline Construction Schedule, to be used as the basis for analysis and review of any time extension requests.
3. Within sixty (60) calendar days of award of the GMP, submit a Detailed Construction Schedule package extending the accepted Preliminary Construction Schedule. If the project requires multiple GMPs, the Detailed Construction Schedule shall be submitted within sixty (60) calendars from award of the final GMP; in these cases the Preliminary Construction Schedule shall be extended at least until the date of submission of the Detailed Construction Schedule.

This schedule shall contain the following:

- 3.1 CPM network diagram containing detail activities for the entire project using the Critical Path Method. Each schedule submitted shall have a critical path that is clearly identifiable. The following requirements shall be met by all activities:

- a. The total cost loaded into all activities in the Detailed Construction Schedule by CSI division number should equal the total contract price.
 - b. Include individual activities for the following items:
 1. Performance and Payment Bonds.
 2. Insurances.
 3. General Conditions.
 4. GMP Contingency.
 - c. The sum of the costs assigned to activities shall be equal to the Contract value rounded off figures to nearest whole dollar.
 - d. Unit Cost Allowance: Show line item value as product of unit cost times measured quantity as estimated from best indication in Construction Documents.
 - e. Durations of individual detail activities should not exceed thirty (30) work days except those activities that represent procurement tasks or non-construction activities.
 - f. Costs allocated to individual detail activities should not exceed \$100,000. The College will allow the cost of some individual activities to exceed \$100,000 with proper review and approval.
 - g. No project costs are to be assigned to development of shop drawings, manufacturing, or shipping activities, except for limited cases authorized by the College.
 - h. Delivery activities should be represented by finish milestones.
4. The Detailed Construction Schedule shall illustrate order and interdependence of activities and sequence of work, restrictions of access and availability of work areas, how the start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
 5. The Detailed Construction Schedule shall provide sufficient detail and clarity of form and technique so that the CM/CMAR can plan, schedule, and control construction properly, and the College can readily monitor and follow the progress for all portions of construction. The Detailed Construction Schedule shall comply with the various limits imposed by the scope of work and by any intermediate milestone dates required in the Contract.
 6. The degree of detail shall be to the satisfaction of the College, and the following factors shall be addressed in the network:

- 6.1 A phased breakdown of the entire project by floor, area, and Trade Contractor.
 - 6.2 Use clear and concise activity descriptions.
 - 6.3 The beginning and end of each activity shall be readily observable and verifiable during execution of the work.
 - 6.4 The type of work to be performed and the labor trades involved.
 - 6.5 All purchase, manufacture and delivery activities for all major materials and equipment.
 - 6.6 Deliveries of College furnished equipment.
 - 6.7 Preparation and processing of submittals.
 - 6.8 Preparation and approval of coordination drawings.
 - 6.9 Access and availability of work areas.
 - 6.10 Testing, and submission and approval of test results.
 - 6.11 Incorporate time for pre-testing.
 - 6.12 Provide list of all required tests and sequence accordingly.
 - 6.13 Close-in inspections/correction of deficiencies.
 - 6.14 Testing/balancing of systems.
 - 6.15 Commissioning of building systems.
 - 6.16 Potential weather delays.
 - 6.17 Demonstrations and training.
 - 6.18 Punch list inspection/correction of deficiencies.
 - 6.19 Each project closeout activity as required by the College.
7. The network shall clearly indicate intermediate milestone events, the Contract completion date, and final acceptance date, and the predicted status of these control points as the networks are updated. The primary path(s) of criticality shall be clearly and graphically identified on the network. The status of construction work in progress shall also be similarly identified and the reported percent complete indicated for the last report period.
 8. Cash Flow Projections: Using the cost assigned to each activity of the Detailed Construction Schedule, the CM/CMAR shall develop a cash flow analysis in graphic form depicting estimated cash draw down in aggregate, by month, over the life of the Project. The accepted cash flow projection will serve as the basis for the Schedule of Values.
 9. Schedule of Values: The Schedule of Values shall be provided upon acceptance of the Detailed Construction Schedule and acceptance by the College of the corresponding cash flow projections. The Schedule of Values shall be an integral part of the Detailed Construction Schedule to the extent that updating activities on the schedule for progress will update the corresponding lines on the Schedule of Values. The CM/CMAR shall submit data to substantiate accuracy of information on the Schedule of Values as the College may require.

10. Updating Schedules
 - 10.1 Updates to the schedule shall be presented by the CM/CMAR and discussed at periodic progress meetings or as designated by the College. Update any significant changes as a result of action agreed to in the periodic progress meeting.
 - 10.2 The CM/CMAR acknowledges that updating the schedule to reflect actual progress made as of the date of update is not a modification to the Contract's schedule requirements.
 - 10.3 Submit computer reports and network graphics that reflect the progress of construction with respect to both cost and time, in accordance with the requirements of the initial CM/CMAR-proposed Detailed Construction Schedule. Submit an updated cash flow graphic showing a) accepted baseline schedule early start and late start curves, b) actual curve as of update, and c) forecast early start and late start curves to complete construction. Adjust the selection and sort sequence, format, and content of reports as directed by College.

11. College's Review and CM/CMAR Schedule Revisions
 - 11.1 Upon acceptance of the initial or updated Detailed Construction Schedule by the College, the CM/CMAR shall, within three (3) calendar days:
 - a. Distribute copies of the accepted Detailed Construction Schedule to Trade Contractors, suppliers, College, Architect and other concerned parties.
 - b. Instruct recipients to promptly report in writing, problems anticipated by the projections shown in the schedule.
 - c. When revisions are made, distribute updated schedules to the same parties.
 - 11.2 The College's acceptance of the proposed Detailed Construction Schedule signifies only that the College's summary review of the schedule leads the College to believe that the CM/CMAR has met the general requirements of this SECTION pertaining to the schedule's format and content. Acceptance by College of the Detailed Construction Schedule does not relieve the CM/CMAR of any responsibility for the accuracy or feasibility of the CM/CMAR's plan for execution of construction, or to perform the construction within specified time constraints. Such acceptance does not express or imply that the College warrants, acknowledges or admits the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the CM/CMAR's proposed or accepted schedule.

F. PRELIMINARY CONSTRUCTION SCHEDULE AND DETAILED CONSTRUCTION SCHEDULE

1. Schedules shall be in the form of an activity oriented network diagram (Critical Path Method) and the principles and definition of the terms used herein shall be as set forth in "CPM in Construction Management", James O'Brien, McGraw-Hill Book Company, New York, New York, 5th edition. In the event of discrepancies between the contents of this SECTION and the referenced material, this SECTION shall govern the development and utilization of schedules.
2. Conduct educational workshops to train and inform key project personnel, including Trade Contractors' personnel, in proper methods of providing data and using the schedule information.
3. The CM/CMAR shall come to progress meetings with the required data prepared in advance of each meeting, to provide, as of the end of the updating period, a complete and accurate report of contract procurement and construction progress and showing how the CM/CMAR plans to continue construction to meet the Contract completion date.
4. Illustrate complete sequence of construction by activity. Provide dates for submittals including those for College furnished items, if any, and return of submittals, dates for procurement and delivery of products, and dates for installation and provision for testing. Provide legend for symbols and abbreviations.
5. Submission Requirements: Provide the following with each submission of the schedule in electronic format uploaded onto the College's Project Management System, and submit updates of the following for the Detailed Construction Schedule on a monthly basis:
 - 5.1 A XER file with each submission of the schedule.
 - 5.2 A written Schedule Status Report as required by this SECTION, submitted in the monthly report as required in SECTION V in this RFP.
 - 5.3 Graphic and tabular reports required by this SECTION.
6. Computer Output of Tabular/Graphic Reports: The CM/CMAR shall submit the following reports as an electronic upload throughout the duration of the Project:
 - 6.1 Submit an 11x17 PDF Bar Chart of all activities sorted by start and grouped by month. For all updates, set the last approved update as a baseline target and display baseline target bars.
 - 6.2 Submit an 11x17 PDF Bar Chart of the Longest Path sorted by Start Date. For all updates, set the last approved update as a baseline target and display baseline target bars.

- 6.3 Submit an 11x17 PDF Bar -Chart Three-Month-Look-Ahead, showing all activities that will start or be in progress in the three months following the Data Date.
- 6.4 All of the above reports shall include the following information:
 - a. Activity ID
 - b. Activity Name
 - c. Original Duration
 - d. Remaining Duration
 - e. At Complete Duration
 - f. Start Date
 - g. Finish Date
 - h. Percent Complete
 - i. Total Float
 - j. Finish Date Variance from Last Approved Schedule Finish Date
- 6.5 Tabular Report Schedule of Values showing Activity ID, Activity Name, Budgeted Total Cost, Actual Total Cost, and Remaining Total Cost for each activity.
 - a. Show overall project Grand Totals for Budget, Actual, and Remaining Costs.
 - b. Code and group activities by CSI Specification Number.
7. Schedule Status Report: Provide a written report describing the following:
 - 7.1 Status of construction and the schedule.
 - 7.2 Physical progress during the report period.
 - 7.3 Activities modified since previous report period.
 - 7.4 Major changes in construction work.
 - 7.5 Major milestones (achieved and slipped).
 - 7.6 Plans for forthcoming report period.
 - 7.7 Actions to correct any negative float predictions.
 - 7.8 Problem areas.
 - 7.9 Anticipated delays and their impact on schedule.
 - 7.10 Changes required to maintain Date of Substantial Completion.
 - 7.11 Corrective action taken or proposed.
 - 7.12 The College reserves the right to ask for additional information in this format on a monthly basis if required to expedite the review and acceptance process.
8. Progress Payments: Refer to SECTION IV in this RFP for requirements for progress payments.
9. College's Review and CM/CMAR Schedule Revisions
 - 9.1 At the request of the College, the CM/CMAR shall participate in any meetings necessary to reach a mutual agreement and acceptance of schedules or Cash Flow Projections.

- 9.2 The College will respond in writing within fourteen (14) calendar days to each submitted schedule update. The College's response may include questions and/or requests for revisions. Within fourteen (14) calendar days of receipt of the College's response, the CM/CMAR shall respond by submitting a revised schedule if he accepts the College's revision requests, or the CM/CMAR shall submit in writing his justification why such revisions should not be implemented. If the CM/CMAR's justification for not implementing the revisions is acceptable to the College, the College will accept the CM/CMAR's schedule as submitted. Schedule issues that remain unresolved will result in a schedule that is not accepted by the College. The College's non-acceptance of the CM/CMAR's schedule does not absolve the CM/CMAR of the requirement to meet the completion date required by the Contract.
- 9.3 The College's acceptance of a schedule submitted by the CM/CMAR in no way makes the College insurers of success of the CM/CMAR's time performance, or liable for time or cost overruns flowing from the shortcomings of a CM/CMAR-authored schedule. The College disclaims and the CM/CMAR waives any College obligation or liability by reason of the College's acceptance of the CM/CMAR's schedule submissions.

10. Float Time

- 10.1 Float is not for the exclusive benefit of either the CM/CMAR or College. The CM/CMAR shall manage construction according to early start dates, by commencing activities on the early start date (calculated by the latest accepted schedule) or earlier if possible, unless constrained by a bona fide resource limitation. Actual or projected College-caused delays that do not exceed available float time shall not have any effect on the CM/CMAR's adherence to specified time constraints and shall not be a basis for any time extension.
- 10.2 The CM/CMAR acknowledges the following:
- a. Activity delays shall not automatically result in adjustment of specified time constraints.
 - b. A Contract Modification or other College action or inaction may not affect existing critical activities or cause non-critical activities to become critical.
 - c. A Contract Modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on specified time constraints.
 - d. Pursuant to the above float sharing requirements, use of float released by

elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the College to the benefit of the College and CM/CMAR.

10.3 If the CM/CMAR wishes to complete construction earlier than the time required, the following shall apply:

- a. The CM/CMAR shall continue to calculate float based on the construction completion date required by the Contract and Contract Modifications, by maintaining the required Substantial Completion date as a "finish-no-later-than" constraint.
- b. The completion time for construction shall not be amended by the College's acceptance of the CM/CMAR's proposed earlier completion date.
- c. The CM/CMAR shall not, under any circumstances, receive additional compensation for fees, General Conditions, or Trade Contracts for the period between the time of earlier completion proposed by CM/CMAR and the completion time for construction specified as of NTP.

11. Weather Caused Delays

11.1 The College and CM/CMAR shall use the following table labeled “Monthly Anticipated Adverse Weather Days (in work days)” as the basis for determining the anticipated number of “unusually severe weather” workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)											
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

11.2 A lost work day shall be considered a weather delay when unusually severe weather exists and when such weather conditions directly cause work to be delayed on the activity or activities which are on the critical path according to the latest accepted update of the schedule during that month. Weather-caused schedule losses shall be measured in half (0.5) workday increments if the unusually severe weather affects work at the site only for one half of a normal workday. If unusually severe weather occurs during the first half of a normal work and also delays work during the second half of the day (e.g., due to employees not being required to report to work due to unusually severe weather), the entire work day shall be considered a weather caused lost work day. The CM/CMAR’s request for weather caused time extensions during a given month shall be considered only for actual work days lost in excess of the number of work days listed in the table above and meeting the above criteria. The CM/CMAR shall meet the submission and notification requirements and follow the procedures for requesting time adjustments to the schedule as described in this

SECTION.

12. Contract Modifications, Delays, and Time Extensions
 - 12.1 Submit a written Time Impact Analysis with proposed contract modifications which affect the Contract's required completion date, illustrating the impact of the proposed contract modification on that date.
 - 12.2 Time Impact Analyses shall include a fragnet (network analysis) demonstrating how the CM/CMAR proposes to incorporate the proposed contract modification or delay into the Detailed Construction Schedule. The analysis shall demonstrate the time impact based on the date the signed Contract Modification is given to the CM/CMAR, the status of construction at that point in time, and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest update of the schedule or as adjusted by mutual agreement. The CM/CMAR shall submit any supporting electronic files with the Time Impact Analysis.
 - 12.3 Time extensions will be granted only to the extent that the equitable time adjustment for the activities affected exceeds the total float along the path of activities at the time of actual delay or at the time that Notice to Proceed was issued for the Contract Modification. Each Time Impact Analysis shall be submitted in triplicate within fourteen (14) calendar days after a delay occurs or after notice of direction for a change is given to the CM/CMAR by the College. If the CM/CMAR does not submit a Time Impact Analysis with a proposed contract modification for a delay within the required time period, he shall be deemed to have irrevocably waived his rights to any additional time and cost. Upon mutual agreement by both parties, fragments illustrating the influence of Contract Modifications and delays will be incorporated into the schedule during the first update after agreement is reached.
 - 12.4 In the event the CM/CMAR does not agree with the decision of the College regarding the impact of a delay, it shall be resolved in accordance with the PGCC General Conditions.
13. Responsibility for Completion
 - 13.1 The CM/CMAR shall furnish sufficient field personnel, offices, materials, facilities, plant and equipment, to ensure the prosecution of construction in accordance with the current accepted schedule. If the College advises that the CM/CMAR has fallen behind in meeting milestones as presented in the schedule, the CM/CMAR shall take such steps as may be necessary to improve progress. Upon the College's written notice that the CM/CMAR is behind schedule as a result of inexcusable causes, the CM/CMAR shall immediately mitigate such loss by increasing the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the College. The CM/CMAR

acknowledges that such remedial action on his part is not compensable acceleration of the performance of construction.

- 13.2 Work for remedial action may be conducted on Saturdays, Sundays, or holidays, with sufficient written notice and subject to the College's approval.

G. CM/CMAR'S RESPONSIBILITY FOR THE SCHEDULE

1. Should the CM/CMAR fail to define any element of construction, activity, or logic, and College review does not detect this omission or error, such omission or error, when discovered by the CM/CMAR or College, shall be corrected by the CM/CMAR before the next monthly schedule update and shall not be cause for delay of completion of construction within the required time. The CM/CMAR acknowledges that the College is not required or otherwise obligated to discover errors or omissions in the CM/CMAR's proposed schedule. The College's acceptance of a schedule does not relieve the CM/CMAR of his responsibility for the schedule.

END OF SECTION IX

BID/PROPOSAL AFFIDAVIT**A. AUTHORITY**

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS I

FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal

law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS I

FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;

- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____.

E. AFFIRMATION REGARDING DEBARMENT I

FURTHER AFFIRM THAT:

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

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES I

FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION I

FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION I

FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic _____) ((foreign _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of

Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable so state.)

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

J. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

K. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

L. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

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

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

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J(2)(b), above;
- (4)
- (h) Notify its employees in the statement required by J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under J(2)(h)(ii) above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial

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

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

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

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

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

(4) I acknowledge and agree that:

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

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

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

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

CONFLICT OF INTEREST INFORMATION

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

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

Date: _____
representative

By: _____
(Signature of Authorized Re

Printed Name: _____

Title: _____

Federal Employer Identification Number (FEIN): _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

RFP NO.:

TECHNICAL PROPOSAL DUE DATE:

RFP FOR:

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____
Addendum No. _____	dated _____

As stated in the RFP documents, this form is included in our Technical Proposal.

Signature

Name Printed

Title

Date

END OF FORM