

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

Prince George's Community College

CONSTRUCTION AND FACILITIES PROCUREMENT TASK ORDER

CAMPUS:	BLDG. NAME & LOCATION:	PROJECT #
REQUESTING DEPT.	PROJECT MANAGER:	EXT.
REQUISITION #	ACCOUNT #	TASK ORDER #
		TYPE OF PROJECT ORDER <i>NEW ORDER</i>

TO:

ATTN:

MASTER ORDER NO.:

FROM:

Signature: _____ *Date:* _____
Procurement, Construction Contract Administration

PROJECT DATA

GENERAL PROJECT DESCRIPTION: The Owner shall pay the Contractor the total task order amount for pre-construction services in the amount of _____

DESCRIPTION OF WORK

On-Call Construction Management (CM) at risk services for pre-construction services

Name and Title of Signer (Type or Print)

Signature: _____ *Date:* _____

J. _____, hereinafter referred to as “Contractor”, and the Prince George’s Community College, hereinafter referred to as “Owner”, agree as follows:

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

- A. Pre-construction Services: **Five Months (measured in calendar days)** following receipt of Notice to Proceed from Owner and for the Pre-Construction Phase.
- B. Construction Services: **11 Months including Phase 1 and Phase 2** (measured in calendar days) following receipt of Notice to Proceed from Owner for the Construction Phase.
 - Phase 1: 140 calendar days
 - Phase 2: 196 calendar days

Article 2. The Contract Price -- The Owner shall pay the Contractor (subject to additions and deductions specified herein) as follows:

- A. Pre-Construction Phase Services Fee: **Twenty Five Thousand and 00/100 Dollars (\$25,000.00)**
- B. Subject to future availability of funds in an amount sufficient to complete the project inclusive of Guaranteed Maximum Price (GMP), the Construction Phase 1 Services Fee of **\$100,000.00**, and Construction Phase 2 Services Fee of **\$160,000.00**, General Conditions (including allowances) of **\$358,277.00** and the GMP for construction may be awarded to the Contractor through a contract modification.

The Contractor agrees to execute a contract modification to perform the Construction Services for the amount as indicated and agreed to above, subject to the approval of the GMP by the Prince George’s Community College (BOT). Said fees are in accordance with the contractor’s Price Proposal dated April 2, 2015.

Article 3. Special Provisions

- A. Contractor has committed to a goal of **twenty four percent (24%)** Minority Business Enterprise (MBE) participation under this contract, including MBE subgoals of 7% African American and 4% Asian American. The Contractor hereby agrees to submit to the College with final GMP submission, for approval and attachment to this Contract prior to the start of construction, the required MBE support documentation as referenced in RFP No. _____ for each sub-contractor and/or supplier that will be utilized to meet the MBE participation goals.
- B. Contractor shall coordinate all work with and shall contact the PGCC Project Manager prior to starting any work during the Pre-Construction Phase.

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

Pursuant to §7-201 et seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. *NOTE: The forms for registration are available from the website <http://www.dat.state.md.us/sdatweb/sdatforms.html>* For further help call (410) 767-1340 or **email:** charterhelp@dat.state.md.us.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, 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.

NOTE: The financial disclosure form is available under on the following web site:

<http://www.sos.state.md.us/PublicDisclosure.aspx>. For further information, go to www.sos.state.md.us

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, 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 Board of Elections 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.

NOTE: The political contribution disclosure form is available at http://www.elections.state.md.us/campaign_finance/disclosure_of_contributions.html. Frequently asked questions and answers are available from this website.

E. 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 meanings 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 who 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's 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 §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(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 §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(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 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

Prince George's Community College

MODIFICATION OF CONTRACT

1. MODIFICATION NUMBER	2. DATE ISSUED	3. NUMBER OF PAGES
4. ISSUED BY Prince George's Community College Office of Procurement 301 Largo Rd, Largo, MD 20774 TELEPHONE NUMBER: [REDACTED] FACSIMILE NUMBER: [REDACTED] ELECTRONIC MAIL ADDRESS:		4. ADMINISTERED BY (If other than Item 4)
		7A. MODIFICATION OF CONTRACT NUMBER
		7B. DATED

8. The Referenced Contract is Modified In the Following Particulars Only.

	A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.
	B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).
	D. OTHER (Specify Type of Modification)

E. IMPORTANT: CONTRACTOR IS NOT, IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4. CONTRACTOR SHOULD RETAIN ONE (1) ORIGINAL.

9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required)

CONTINUED ON PAGE 2

Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.

10A. NAME AND TITLE OF SIGNER (Type or Print)		11A. NAME OF PROCUREMENT OFFICER (Type or Print)	
10B. CONTRACTOR (Signature of Person Authorized to Sign)	10C. DATE SIGNED	11B. Prince George's Community College (Signature of Procurement Officer)	11C. DATE SIGNED

Description of Modification (continued)

In accordance with Article 2 of the Master Contract B-003280-K, dated January 5, 2011, the College is hereby extending the contract for the 3rd year of potentially three (3) one-year renewals.

The effective dates for the renewal will be 01/05/15 through 1/04/16.

END OF MODIFICATION

Approved by the Board of Trustees: Item No. _____ on date: _____

PAYMENT BOND

Principal Business Address of Principal

Surety Oblige Prince George's Community College (PGCC)
a corporation of the State of ... By and through the following
and authorized to do business in the State of Maryland Administration Prince George's Community College.

Penal Sum of Bond (express in words and figures):

One Hundred Thirty Thousand Dollars and No Cents (\$130,000.00)

BOND NO. Date of Contract June 11th, 2012
Date Bond Executed June 11th ea12

Description of Contract: Contractor to provide all labor, materials and equipment necessary to remove existing doors
and provide and install new doors as per the specifications

Contract Number: Y400215

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in
Maryland, and having business addresses as shown above, are held and firmly bound unto the Oblige named above, for the use and
benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum
we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally,
firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally
only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds
itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of
liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with PGCC, by and through the Administration named
above acting for PGCC, which contract is described and dated as shown above, and incorporated herein by reference. The contract and
all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or
additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or
any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants
as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the
Contract, then this obligation shall be null and void otherwise it shall remain in full force and effect, subject to the following
conditions:

1. A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the
equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the
prosecution of the work provided for in the Contract, entitled to the protection provided by Section 9-113 of the Real Property
Article of the Annotated Code of Maryland, as from time to time amended.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as
herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-
113, sue on this Bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due
claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the
Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its
obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to
the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference
herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the
Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a
signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below
the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole
proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such
partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and
each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is
applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the
following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the
corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such
duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any
individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her
title as a witness. All of the above has been done as of the Date of Bond shown above.

PAYMENT BOND

In Presence of:
Witness

Individual Principal

..... as to (SEAL)

In Presence of:
Witness

Co-Partnership Principal

..... (SEAL)
(Name of Co-Partnership)

..... as to By: (SEAL)

..... as to (SEAL)

..... as to (SEAL)

Corporate Principal

.....
(Name of Corporation)

Attest:

.....
Corporate Secretary

By: AFFIX
PresidentCORPORATE
SEAL

.....
(Surety)

Attest:

.....
Signature

.....
(Printed or Typed Name)

(SEAL)

By: AFFIX
.....CORPORATE
SEAL

Title

.....
(Printed or Typed Name)

Bonding Agent's Name:

.....
(Business Address of Surety)

.....
(Telephone Number)

Agent's Address

Telephone Number

PERFORMANCE BOND

Principal Business Address of Principal

Surety Obligee
a corporation of the State of ...
and authorized to do business in the State of Maryland
Prince George's Community College (PGCC)
By and through the following
Administration Prince George's Community College.

Penal Sum of Bond (express in words and figures):

BOND NO. Date of Contract Month, date(st,nd or th), year
Date Bond Executed Month, date(st,nd or th), year

Description of Contract:

Contract Number:

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with PGCC, by and through the Administration named above acting for PGCC, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

- 1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within fifteen (15) days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

PERFORMANCE BOND

In Presence of: Individual Principal
Witness
..... as to (SEAL)

In Presence of: Co-Partnership Principal
Witness
..... (SEAL)
(Name of Co-Partnership)

..... as to By: (SEAL)

..... as to (SEAL)

..... as to (SEAL)

Corporate Principal

.....
(Name of Corporation)

Attest:

.....
Corporate Secretary

By: AFFIX
President CORPORATE
SEAL

.....
(Surety)

Attest:

(SEAL)

By: AFFIX
..... CORPORATE
SEAL

.....
Signature

Title

.....
(Printed or Typed Name)

.....
(Printed or Type Name)

Bonding Agent's Name:

.....
(Business Address of Surety)

.....
(Telephone Number)

Agent's Address

Telephone Number