



PURCHASING AND SUPPLY SERVICES

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13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

REQUEST FOR PROPOSAL PUR-006-24

VOICE AND DATA MAINTENANCE AND SERVICE AT VARIOUS LOCATIONS

ISSUED BY:	The Department of Purchasing & Supply Services Attention: Donna Parks, Supervisor of Purchasing Services
RFP NUMBER:	RFP PUR-006-24
RELEASE DATE:	April 19, 2024
PRE-PROPOSAL MEETING:	May 1, 2024 @ 11:00 a.m.
QUESTIONS DUE DATE:	May 3, 2024
PROPOSAL DUE DATE:	May 20, 2024 @ 11:00 a.m.
DIRECT INQUIRIES TO PROCUREMENT:	Donna.Parks@pgcps.org Diane.Forde@pgcps.org

To All Prospective Offerors:

Prince George's County Public Schools (PGCPS) is soliciting proposals from qualified vendors for **VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS**.

A virtual pre-proposal conference will be held on **May 1, 2024, at 11:00 a.m.** via Zoom.

In order to participate in the pre-proposal conference, you must complete Attachment B - Letter of Interest and submit no later than 2:00 p.m., April 29, 2024, to the procurement contacts listed above. Only interested Offerors who return the Appendix J Letter of Intent to Attend the Pre-Proposal Conference included with this solicitation will receive the Zoom conference link information. **The Zoom link will be provided no later than April 30, 2024.**

While attendance at the pre-proposal meeting *is not* mandatory, the information presented is informative. All interested Offerors are encouraged to attend.

Solicitation Documents may be obtained by:

- Download the solicitation by accessing the Prince George's County Public School Board's website at the following link: <https://offices.pgcps.org/purchasing/bids.aspx>
- Download the solicitation by accessing eMaryland Marketplace link: <https://ebidmarketplace.com/>

Please respond according to the instructions provided in the RFP. Offerors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render an Offeror's Proposal unacceptable and subject to rejection.



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The Department of Purchasing & Supply Services is not responsible for information obtained from sources outside the Prince George's County Purchasing Office, including downloads from the County web-site. Offerors are directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office for instructions. **If the Offeror has questions, they must be in writing and directed to the procurement contacts specified.** Failure to adhere to this requirement may subject the Offeror to immediate disqualification.



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RFP PUR-006-24 VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS



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1. PART I: INTRODUCTION AND BACKGROUND:

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. Prince George's County Public Schools (PGCPS), one of the nation's 20th largest school districts, has 208 schools and centers, has approximately 131,657 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

The school system serves a diverse student population from urban, suburban and rural communities located in the Washington, DC suburbs. PGCPS is nationally recognized for college and career-readiness programs that provide students with unique learning opportunities, including dual enrollment and language immersion. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

2. PURPOSE

The Board of Education of Prince George's County (The Board) is issuing this Request for Proposal (RFP) to provide **VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS** as defined in Part III, Scope of Work. These services are to be performed principally for the Department of Building Services. However services may be requested by other Departments within the Prince George's County Public School system.

3. SUMMARY OF SERVICES

This Request for Proposal (RFP) is soliciting proposals from qualified Offerors in an effort to partner with organizations to provide **VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS** throughout the school district.

4. NON-EXCLUSIVE

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/service listed in the price schedule submitted under Attachment A, Cost Proposal.

5. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

PGCPS recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPS has adopted a process stating that:

“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any Vendor or Offeror which has submitted a Proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”

6. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Offeror and The BOARD (the “Effective Date”) and shall continue for a period of Five (5) years (“Initial Term”). In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) additional



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one-year option periods successive (each a "Renewal Term") at the prices established at contract award. "Term" means the Initial Term and any Renewal Term(s).

7. OPTION TO EXTEND SERVICE

The Board may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months.

8. CONTRACT TYPE

The contract resulting from this solicitation shall be Fixed Rate requirements. Vendors are encouraged to partner with local Offerors or firms if they don't meet all the required expertise or MBE requirements. Subcontractor and or teaming partner information shall be included in response.

9. CONTINUITY OF SERVICES

The Vendor recognizes that the services under this contract are vital to the PGCPS and must be continued without interruption and that, upon contract expiration, a successor, either the PGCPS or another vendor, may continue them. The Vendor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

10. BONDING

The Offeror may be required to submit a Bid and or a Performance Bond as indicated below.

A. BID BOND (Not Required)

If applicable, the bid bond will be in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.10). The bond must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

B. PERFORMANCE AND LABOR BOND (Not Required)

The awarded vendor(s) will be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the project cost as determined by the BOARD and specified herein to ensure all phases of the project are satisfactory complete for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10). When applicable, the Board reserves the right to request performance and labor bond for amount over or under \$100K. The bond, cashier or certified check must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY and mailed to 13300 Marlboro Pike, Upper Marlboro, Maryland 20772-9983 prior to the start of performance.

11. POINT OF CONTACTS

The Offeror's performance will be under the direction of the Procurement Department ensuring the Offeror's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Offeror shall be accountable to the end users on all matters relating to the scope of work.



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PROCUREMENT CONTACTS

Donna.Parks@pgcps.org

Supervisor of Purchasing Services

Diane.Forde@pgcps.org

Procurement Clerk

TECHNICAL CONTACT

Robin Evans

Special Education

(Do Not Contact)



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PART II: INSTRUCTIONS TO OFFERORS

1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

Before submitting Proposals, Offerors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a Proposal. Offeror shall acquaint themselves with all State and Federal governing laws, ordinances, etc. and otherwise familiarize themselves with all matters, which may affect the Proposal. The act of submitting a Proposal shall be considered as meaning that the Offeror has so familiarize themselves; therefore, there shall be no misunderstanding or lack of information. Offerors, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals. Failure to do so will be at the Offeror's own risk and Offeror cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Offerors.

All correspondence concerning the Proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be provided electronically.

2. PROPOSAL SCHEDULE

Due to the constant need of the Solicitation, milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

	Solicitation Milestones	Milestone Date
1	Issue RFP Solicitation	April 19, 2024
2	Pre-Proposal Conference Registration (Attachment B)	Due No later than 2:00 p.m. April 29, 2024
3	Proposal Conference	May 1, 2024 @ 11:00 A.M., EST.
4	Questions Due Date	May 3, 2024 @ 12:00 P.M.
5	Proposal Due Date	May 20, 2024 @ 11:00 A.M., EST

3. PROPOSAL SUBMISSION REQUIREMENTS

In order to be eligible, Proposals must be received via eMaryland MarketPlace Advantage (eMMA) no later than **May 20, 2024, at 11:00 A.M., EST.** The Proposal shall consist of the required documentation for each volume as identified. Offerors shall retain one (1) original copy of the Proposal for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

The electronic Proposal shall show the full business address, telephone number, email and fax number of the Offeror and be signed by the person or persons legally authorized to sign contracts and commit the company.

4. PROPOSAL MARKINGS

All Proposals shall be submitted without redactions. All sections of the Proposal that are considered Confidential or Proprietary shall be clearly marked within the Proposal. The Offerors' shall provide justification for any and all confidential or proprietary information. Justification must be on a separate piece of paper and submitted with the Technical Proposal.



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5. PROPOSAL SUBMISSION LAYOUT

The completed bid documents(s) should be without interlineations, alterations, or erasures. The bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. The submission layout will include four (4) parts:

GENERAL FORMAT- FOUR-PART SUBMISSION

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III - Minority Business Enterprise (MBE)
- Volume IV - Appendices

6. BIDDER DELIVERY AND ENVELOPE PACKAGING

The bidder shall deliver their Proposal electronically through eMMA and package their bid in two separate eMMA envelopes as noted below.

A. VOLUME I – TECHNICAL PROPOSAL (Envelope One)

The Technical Proposal shall be submitted in PDF format. Offerors shall not include any pricing. Offeror shall include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

1) TAB A – TRANSMITTAL LETTER

Offeror shall include a brief transmittal letter prepared on the Offerors' letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and Proposal. This transmittal letter shall include:

- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors' Federal Tax Identification Number or Social Security Number.
- c) The Offerors' PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at <https://www.pgcps.org/offices/purchasing/isupplier>
- d) A brief statement of the Offerors' understanding of the work to be done, the commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

2) TAB B – LEGAL CLAIMS

Offeror shall identify any claims during the past three (3) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board. If applicable, the Offeror must state no claims exist.



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3) TAB C – EXPERIENCE AND CAPABILITIES

Offeror shall prepare and present a Technical Proposal in such a way as to provide a straightforward description of response to experience and qualifications, product quality, demonstrated capacity to perform, past performance and references to satisfy the requirements of the RFP.

B. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE) (Envelope One)

Offerors shall submit MBE information electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. A **MBE goal of 15%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. Minority Businesses included in the Proposal package at time of opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this RFP, the Offeror acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises, or will include a full or partial waiver of the overall goal with the Proposal.

- 1) Offerors shall describe how they intend to meet the MBE goals or justify why the goal cannot be met.

C. VOLUME III – COST PROPOSAL (Envelope Two)

The Offeror cost proposal shall include all labor, delivery, materials, tools, and equipment to perform work

All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. Offerors should not include any portion of their Technical Proposal in its Cost Proposal.

- 1) Offerors shall provide the Cost Proposal in excel format (**Attachment A**). Do not amend, alter, or leave blank any items on the Proposal Form or include additional clarifying or contingent language on or attached to the Proposal Form. Items or costs required to provide the services and deliverables as proposed, but not identified will be the sole responsibility of the Offeror.
- 2) The Offeror shall demonstrate its financial stability. The Offeror shall include a fiscal integrity / financial statement for the last two calendar years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements.

D. VOLUME IV - Appendices (Envelope Two)

Offerors shall submit the Appendices electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. The Offeror shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as one file and delivered under Volume IV.**

- Appendix A – Proposal and Addendum Acknowledgement
- Appendix B – Past Performance and References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit



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- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Proposal Form
- Appendix H – MBE Form
- Appendix I – Certificate State of Maryland Tax Certification
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form

Failure to provide any of the requested information or documents in this solicitation may render the Proposal non-responsive.



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PART III: SCOPE OF WORK

1.0 INTRODUCTION

The purpose of this RFP is to partner with successful vendors to provide new telephone installations, maintenance, and repair services. This includes Moves, Adds and Changes, for Prince George's County Board of Education owned Hosted VOIP telephones.

Also included in this specification is the repair of dead or damaged network jacks and troubleshooting minor network issues with regard to VoIP phone and data issues, elevator lines and related Plain Old Telephones (POTS)/Fios line issues.

2.0 BACKGROUND

Currently Prince George's County Public Schools has approximately 16 thousand VoIP phone devices, in 260 buildings. The Current Hosted VoIP Service is with Education Networks of America on a converged network.

The service is running on our current Aruba Switch Network, with switches from 250048POE, 2930M and 6100CX. In addition, there are POTS lines for safety and security equipment, to include but not limited to fire alarms, security and elevators.

3.0 EQUIPMENT

The telephone system for the school for which service is requested will be dispatched as a request for Repair Service Form issued via email with Helpdesk ticket number by authorized BOARD personnel.

All sites covered under this contract have **Polycom IP series** phones on a Hosted VoIP system and POTs or FiOs lines. Currently the district is using Polycom IP Sound point 350, 450,650 and IP 6000 as well as VVX250, VVX350 and VVX450.

4.0 SCOPE OF WORK

Respondent shall provide all installation, programming, moves, adds and changes in full compliance with Prince George's County electrical codes as well as all National Fire Protection Association (NFPA), Telecommunication Industry Association (TIA) CEA and **Building Industry Consulting Service International** (BICSI) regulations. Respondent is also responsible for obtaining all applicable permits, licenses and commissioning. All installations must be installed and labeled per the current protocol for PGCPS.

Respondent shall be required to perform the following services, as required:

- 4.1 Provide trouble shooting network services related to VoIP and the local network.
- 4.2 Provide programming for new, or replacement phone devices as needed.



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- 4.3 Provide PGCPS staff training on the Polycom IP and VVX series phones on an as needed basis as determined by PGCPS.
- 4.4 Be able to determine POTS lines for safety and elevators at the Verizon DMARC with 100% accuracy.
- 4.5 Provide reports on site surveys, directory updates, etc. Employees assigned to support this potential contract shall have ability to use a computer and experience with Microsoft/ Google platform. Respondent must supply its own computer equipment.
- 4.6 Technicians dispatched to perform service in accordance with this contract must contain adequate supplies to accomplish the requested work within the timeframe required in this solicitation.
- 4.7 Respondent shall provide with their bid response a designated email account to be used for daily communications between Contractor and the Board.

5.0 MINIMUM ELIGIBILITY REQUIREMENTS

- 5.1 Respondent shall have and demonstrate a minimum of 10 years of experience conducting all services as outlined in the Scope of Work.
- 5.2 Contractor shall have successfully performed K-12 contracts of similar size and dollar value (preferably in Maryland) during the last three years.
- 5.3 Respondent shall provide all contracted services, no subs or outside vendors.

Respondents that fail to have the minimum requirements maybe disqualified from participating in this procurement.

6.0 SERVICE WORK TICKET PROCEDURES

The Board shall designate verbally and follow-up in writing via email with a Service Work Ticket issued for the project work and the determination of work as normal or non-normal. The Service Work Ticket will be sent to the Respondent's designated point of contact and will include a description of the problem or scope of work point of contact (also known as customer), site location and telephone number.

It is the responsibility of the Respondent to ensure all tickets are properly closed. Thus, failure to notify the Office of Telephone Services that a ticket is closed within 24 hours for normal service or within two hours for non-normal service projects/repairs will result in that service ticket being cancelled and reassigned to another Respondent.

Respondent must update Telephone Services on a daily basis, with the status of **OPEN** and **CLOSED** tickets. Update must be received no later than by 4:00 p.m. via email to revans@pgcps.org and agnes.catimbang@pgcps.org.

Requests for service will come only from the persons listed herein. Requests made by persons on-site will not be honored unless approval is given by the BOARD representative. Any change in authorized Board Representative will be addressed in writing to the vendor at time of change.

- Robin Evans
- Edward Antonetti
- Agnes Catimbang



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- Charles Onwukwe

7.0 RESPONSE TIME

Respondents will be required to provide service during Normal Business Hours and Non-Business Hours, as determined by the Board.

Respondents shall provide both regular and overtime rates on the bid proposal form attached. All rates must include any mileage or travel time charges.

- 7.1 **Normal Service Projects/Repairs** -- The response time for normal service projects/repair calls shall be within twenty-four hours with the expectation that corrections shall be complete within 36 hours of the call/ticket. Critical areas, such as Main Offices, Nurse and Cafeteria, building supervisor, should be responded to within 12 hours or immediate next business day.

Normal Business Hours are considered: Monday-Friday 8:00 am through 5:30 pm at all Board locations.

- 7.2 **Non-Normal Service Projects/Repairs** – The response time for non-normal service projects/repair calls shall be within two hours with the expectation that corrections shall be complete within 4 hours of the call/ticket.

The BOARD reserves the right to obtain services on the open market if undue delay occurs in providing requested service. Any additional costs incurred by the BOARD will be passed on to the vendor in such instances.

8.0 CONTINUITY OF OPERATIONS

In order to ensure continued voice and data operations, Technicians may, at their own discretion, provide “on-site” recommendations. Recommendations provided by the Technicians maybe taken into consideration with the Board’s decision-making process.

9.0 EQUIPMENT REQUIREMENTS

Contractor shall have available all necessary equipment to provide restoration of service for normal service projects/repairs and non-normal service projects/repairs within the timeframe stated. All “Call backs” due to the Technician failing to have the appropriate equipment when initially performing contract work will be performed at the Respondent's expense unless special circumstances exist and are approved by the appropriate PGCPS designated employee listed in this solicitation.

Contractor must update Telephone Services on a daily basis, with the status of **OPEN** and **CLOSED** tickets. Update must be received by 4:00 p.m. via email to revans@pgcps.org and agnes.catimbang@pgcps.org.



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10.0 SERVICE REQUESTS

Requests for service will be initiated from the persons listed herein. Requests made by persons on-site will not be honored unless approval is given by the BOARD representative. Any change in authorized Board Representative will be addressed in writing to the vendor at time of change.

- Robin Evans
- Edward Antonetti
- Agnes Catimbang
- Charles Onwukwe

11.0 SUBMISSION OF PROPOSAL DOCUMENTS

Respondents be able to demonstrate a clear and proven track record of delivering effective **Voice and Data Maintenance and Services**. The successful Respondent(s) will be responsible for providing required supporting evidence of the selection criteria used for hiring qualified personnel. The successful Respondent(s) proposal must be provided that addresses the following evaluation criteria:

- 11.1 Its Technical Approach for addressing all work as described in Part III Scope of Work.
- 11.2 A brief synopsis demonstrating its knowledge and experience conducting the following services as outlined in the Scope of Work. Respondent shall demonstrate minimum eligibility requirements.
- 11.3 Demonstration of its knowledge of Power Over Ethernet (POE) Switches with relationship to the Polycom phones.
- 11.4 Evidence of its company's certification and experience with trouble shooting, adding and moving POTs lines. Also, technician certifications must be submitted.
- 11.5 Evidence of capability of installations in compliance with Prince George's County Electrical codes as well as all NFPA, TIA, CEA and BICSI regulations and is responsible for obtaining all applicable permits and licenses.
- 11.6 Evidence of capability of providing Maintenance of VoIP and POTs.
- 11.7 Evidence of capability of providing Repairs per the specifications and in the time frame stated, and will be in compliance with Business Hours and Non-Business Hours.
- 11.8 Evidence of knowledge of repair of dead or damaged network jacks and troubleshooting minor network issues with regard to VoIP phone and data issues, elevator lines and related POT line issues.
- 11.9 Evidence that the company has the capacity to support this contract without delay.
- 11.10 Respondent shall submit be able to demonstrate, on demand, that they have the financial stability to ensure they can provide the services required in this RFP.
- 11.11 MBE Subcontracting Plan

Contractor shall describe services, including hourly rate (in a separate sealed envelope). **The hourly rate must be all inclusive including any anticipated travel cost, administrative costs, including salaries, equipment, materials, and supplies.**



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12.0 ORGANIZATION OF TECHNICAL RESPONSE

The Offeror's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Offeror's Technical Response to Part III Scope of Work must be addressed in accordance with the numbering and order in which evaluation criteria is presented in Section 11.0. Respondents that do not follow organization will receive deduction of points.

Offeror shall prepare and present proposal in such a way as to provide a straightforward description of Offeror's response experience and capabilities, technical approach, capabilities, experience, qualifications, past performance and references to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP instructions, quality responsiveness to the RFP requirements, and completeness and clarity of content.

The completed document(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Required documentation shall be provided in each section/tab. The Offerors' Table of Contents shall include reference to the page number(s) in the Proposal where such evidence can be found. Offerors shall submit quality proposals that fully address all aspects of the scope of work and implementation plan, including, but not limited to the following:

Offerors shall complete the Questionnaire included with this solicitation and provide requested attachments as indicated in the Questionnaire. See the Excel document.

13.0 FINANCIAL PROPOSAL

Pricing must be inclusive of all Respondent's staff costs, administrative support costs, supplies, office supplies, equipment, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, use of subcontractors, overhead, profit, and costs for all other items consumed, utilized, and/or required by Offeror's staff or subcontractor's staff. Unless otherwise specified, all hardware and software, audio and video materials deemed necessary by the Offeror shall be included in the proposed costs. Travel time between PGCPS schools will not be compensated.

Items or costs required to provide the services and deliverables as proposed, but not identified in the Offeror's pricing proposal will be the sole responsibility of the Offeror.

The Board of Education expects Offerors to offer a complete, viable solution. Solutions offered in response to this RFP shall not be contingent upon the purchase of additional optional services that may be offered.

As part of the financial proposal response, the Offeror must complete the Financial Pricing Worksheet included with the RFP and provide pricing for each proposed service option in the appropriate worksheet. Offerors shall enter their pricing on the Attachment A. Financial Proposal Form provided with the RFP. **Proposals received in an altered format may be considered non-responsive and ineligible for award.**



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Offerors shall provide pricing in accordance with Part IV, Scope of Work as described herein. **Please do not include pricing in the technical response. Offerors that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.**

14.0 CONTRACT AWARDS

To ensure goals and delivery objectives are met, PGCPS reserves the right to award multiple contracts via this solicitation. Notice is hereby given of the possibility that awards may be made without discussion of the proposals submitted. Therefore, the Respondents should submit its best proposal initially from both technical and price standpoints.



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PART IV: PROPOSAL EVALUATION AND AWARD

1. EVALUATION COMMITTEE

Only proposals that are submitted via eMMA will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror(s) whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein. The Board will consider the Offeror's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

Offeror, including any of their representatives, subcontractors, affiliates and interested parties shall not contact any member of the Committee or any person involved in the evaluation of the proposals. All inquiries related to this procurement must be handled by the RFP officials identified on the cover page. Failure to comply with this directive may, at the sole discretion of the Board result in the disqualification of an offeror from the procurement process. The Evaluation Committee will make the final determination about acceptability of proposals.

2. EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.

- a. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offerors' technical proposal.
- b. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- c. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- d. Based on the results of the evaluation, the highest rated offeror(s) *may be* invited by the Director of Procurement to make oral presentations to the Committee. The Committee will then conduct final evaluation of the proposals.
- e. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- f. Should the Committee determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of



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contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

The evaluation criteria include proposal responsiveness, demonstration of capability to perform, price factors, and responsibility. The Board reserves the right to: (1) reject in whole or in part any and all proposals and waive minor irregularities; (2) Reject any or all proposals, or portions thereof; (3) Cancel a RFP and re-solicit.

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature.

- 3.1 Quality and Organization of the Proposal
- 3.2 Quality of Technical Approach in satisfying requirements
- 3.3 Quality of Experience
- 3.4 Capacity
- 3.5 Fiscal Integrity/Financial Stability (responsibility check)
- 3.6 Past Performance and References
- 3.7 MBE Subcontracting Plan

See Part III, Scope of Work for additional information.

4. PROPOSAL AWARD

The Award of this contract will not be final and complete until after: (1) Offeror has an active iSupplier, (2) the Offeror submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.



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PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

2. CORPORATIONS

Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

3. SAMPLES

Offerors *may* be required to submit samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested if applicable.

If Samples are required, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the IFB number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

4. PROPOSAL PREPARATION FEES

The Board will not be responsible for any costs incurred by a Offeror in preparing and submitting a proposal in response to a proposal.

5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of proposal award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

- a. An interested party (bidding of standing or offeror) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the offeror or bidder that their proposal or bid will be rejected.
- b. Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A offeror of standing is a offeror who would be directly next in line for an award should the protest be supported.
- c. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:



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- i. The name address and telephone number(s) of the protester.
- ii. Identification of the solicitation
- iii. Statement of reasons for the protest
- iv. Supporting documentation to substantiate the claim
- v. Proposed remedy to resolve

6. APPEAL OF CONTRACT AWARD DECISION:

The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

- a. The Director of Purchasing shall issue a decision in writing. Any decision of a proposal award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- b. Any decision of a proposal award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- c. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.
- d. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e. The Offeror shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

7. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Notice of Award is executed; Board approves the contract or after the contract ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

8. ADDENDA

- a. No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received in writing via email to Procurement Department points of contacts identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the RFP name and number.
- b. Any changes to the specifications will be made through the appropriate addenda. Failure of any Offeror to receive such addenda or interpretation shall not relieve any Offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

9. STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of The Board of Education of Prince George's County and/or third-party participants.



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Proposal submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

10. TERM OF AGREEMENT

The anticipated initial term of this contract shall be **three (3) years**. The term of option renewal shall not exceed **two (2) one-year option periods**.

- a. The offeror warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to extend the contract for no more than 12 months.
- c. The Board expects all vendors to provide cost reductions recommendations.
- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the offeror/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the offeror/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

11. PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for May 1, 2024 @ 11:00 A.M., EST. via zoom.

12. PAYMENT TERMS

The Offeror shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and within 30 days after the date on the invoice or upon invoice acceptance, whichever occurs last.

The Board reserves the right to reduce or withhold contract payment in the event the Offeror does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Offeror otherwise materially breaches the terms and conditions of the contract.

13. MINORITY BUSINESS ENTERPRISE PROGRAM

The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. Information about this program and forms can also be downloaded. **See MBE Administrative Procedures (AP) 3325.**

<https://www.pgcps.org/offices/general-counsel/administrative-procedures/3000---business--non-instructional-operations/ap-3325---minority-business-enterprise-procurement-procedures>



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- a. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.

14. LOCAL MBE INITIATIVE

In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

15. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

State Law HB 389 and SB 611, Prime Offerors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The offeror must also use the MBE's services to perform the contract. In addition, the offeror may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Offeror may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

16. E-COMMERCE

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement awards on the State's ecommerce website eMaryland Marketplace Advantage (eMMA). All Offerors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

17. CYBER LIABILITY INSURANCE

All Offerors shall maintain and pay for Cyber Liability Insurance at a limit of not less than \$1,000,000 per occurrence when applicable, including coverage for data breach, media liability and third-party cyber liability.

18. LIQUIDATED DAMAGES

In the event the Award Offeror(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPS reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of PGCPS. All additional expenses incurred by PGCPS as a result of such purchases will be deducted from the monies owed or monies which may become due.

19. FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all



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Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).

- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website: (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager

20. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

If applicable, the Offeror acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99);



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- a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.
- b. Any confidential information provided by THE BOARD to Offeror, including all copies thereof must be used by Offeror only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Offeror agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement or with the express consent of THE BOARD. Offerors may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

21. PROTECTION OF STUDENT RECORDS

Offeror and its affiliates or subcontractor, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they may come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

If required in support of the contract, the Offeror or its affiliates or subcontractor shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

- a. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
- b. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
- c. A process for reviewing policies and security measures at least annually;
- d. Creating secure access controls to Student Records, including but not limited to passwords; and
- e. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Offeror and its subcontractors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Offeror or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Offeror shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Offeror or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror as a service provider to THE BOARD.



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22. LEGAL COMPLIANCE

- a. It shall be the Offeror's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Offeror shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b. Specifically, offerors shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of offeror and offeror's subcontractor are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.
- c. The Board shall bear no responsibility for monitoring the Offeror's compliance with said legal requirements. Offerors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.
- d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

23. EPA COMPLIANCE

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

24. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Offeror shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the offeror is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

Certificates of Status may be obtained online at <http://www.dat.state.md.us>.

This requirement applies to both Domestic and Foreign (out of state) Offerors. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

- a. Offeror shall complete and submit an Appendix I, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Offerors (out of state).



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- b. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

25. PERSONAL IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

26. OFFEROR PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided.



PURCHASING AND SUPPLY SERVICES

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13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

PART VI: SPECIAL TERMS AND CONDITIONS

1. REQUEST FOR PROPOSAL

- a. DIRECTIONS: The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Offeror" will mean any reliable and interested broker, vendor, supplier, offeror, and/or manufacturer that wants to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the cost proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be



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construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.

- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other



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federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/offor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Offeror. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

m. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

- In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- All offerors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
- All offerors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the bid sheet(s). In case of error in extension of prices in the bid response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any bids with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.



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- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **7:00 a.m. and 2:00 p.m unless coordinated with Building Supervisor.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendors will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.



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5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and offerors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the IFB.
- d. **FURNITURE AND EQUIPMENT (N/A):** If within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT (N/A):** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT (N/A):** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.



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6. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

7. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.



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- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- e. Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

8. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such IFB shall be filed in the Circuit Court of Upper Marlboro, Maryland.

9. CONTRACT TERMS AND CONDITIONS

- b. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- c. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Contract Number, Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Bid and/or Purchase Order.
- d. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and offerors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and



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- state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and offerors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.
 - h. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
 - i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
 - j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
 - k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.
 - l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
 - m. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The



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unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

10. CHANGES IN TERMS OR DELIVERY

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the offeror's control which prevent completion of service or delivery, the offeror must secure temporary contractual relief. The circumstances and duration must be stated by the offeror in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

11. TIME FOR FILING

- a. A protest based upon alleged improprieties in a solicitation that are apparent before bid opening or the closing date for receipt of initial proposals shall be filed before bid opening or the closing date for receipt of initial proposals. For procurement by competitive sealed proposals, alleged improprieties that did not exist in the initial solicitation but which are subsequently incorporated in the solicitation shall be filed not later than the next closing date for receipt of proposals following the incorporation.
- b. In cases other than those covered in §A, protests shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier.
- c. The term "filed" as used in §A or §B means receipt by the procurement officer. Protesters are cautioned that protests should be transmitted or delivered in the manner that shall assure earliest receipt. A protest received by the procurement officer after the time limits prescribed in §A or §B may not be considered.
- d. If a solicitation permits filing of a protest by electronic means, a protest is received when it is delivered to the location and within the time limits specified in the solicitation.



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**APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT
RFP PUR-006-24
VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS**

Note: When submitting your bid, please use this page as a cover sheet for your proposal.

In compliance with your invitation for offerors, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Prince George's County, Administrative or Supervisory Personnel or other employees of the Prince George's County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND OFFEROR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Offeror listed above.

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____



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The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Offeror must sign below to acknowledge receipt for each Addendum. Offerors are directly responsible for obtaining updates, changes or addendums either from eMMA web-page or by contacting the Purchasing Office for instruction.

Vendor Name: _____

Name and Title: _____
(Authorized to sign on behalf of the Company)

Addendum No. 1 _____
Signature

Addendum No. 2 _____
Signature

Addendum No. 3 _____
Signature

Addendum No. 4 _____
Signature

Addendum No. 5 _____
Signature

END OF APPENDIX A



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APPENDIX B – PAST PERFORMANCE AND REFERENCES

RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

Offerors shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services
2. The offeror shall have experience with work of similar type and size to PGCPS and such experience shall be based upon projects that have been completed by the offeror **within the last five years**. Offeror shall provide **three (3) recent past performance references** from its customers who are capable of documenting the following: a) the Offerors' ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts.
3. Offerors shall provide information on any license(s), certifications, and training the staff may have achieved that are relevant to the RFP.

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

• Date(s)of services _____

• Contract Awarded Value: _____

• Describe Scope of Work Performed: _____

• Describe Size of Project (Qualitative or Quantitative) _____

• Describe Level of Complexity _____

Contact Name & Title: _____

Address: _____

Phone No: _____

Email Address: _____



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**APPENDIX C - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR-006-24**

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

I HEREBY CERTIFY that I am the _____ and the duly authorized
representative of _____ whose
address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above
firm nor any of its other representatives I here represent:

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price Bid of the offeror or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

Subscribed and sworn before me this _____ day of _____, 20__.

X _____
Notary Public

My commission expires



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson | DeNerika.Johnson@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

**APPENDIX D - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR-006-24**

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

_____ being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal for RFP dated, _____20____, to the Board of Education of Prince George's County:

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

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):

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

X _____
Notary Public

_____ My commission expires



PURCHASING AND SUPPLY SERVICES

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**APPENDIX E - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNIAL PROPOSAL)
RFP PUR-006-24**

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of the firm of _____, whose address is _____, and that I possess the legal authority to make this

affidavit on behalf of myself and the firm for which I am acting.

Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

Subscribed and sworn before me this _____ day of _____, 20____.

X _____
Notary Public

_____ My commission expires



PURCHASING AND SUPPLY SERVICES

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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE (TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

The successful offeror will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE PROPOSAL.

This can be done by one of the two following methods:

- Complete form "CERTIFICATION OF INSURANCE COVERAGE" (OR) Submit a Certificate of Insurance on a form provided by your Insurance Agent.

This form must include the following clauses:

- The Board Of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board Of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George's County.
- The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.



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IF YOU ARE UNABLE TO PROVIDE A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY, YOU MUST COMPLETE THE FORM BELOW:

OFFEROR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			

- () LIMITS ON ABOVE POLICY WILL BE INCREASED
- () ABOVE POLICY NOW IN EFFECT
- () POLICY WILL BE OBTAINED/ISSUED ON _____



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The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George’s County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to the Board of Education of Prince George’s County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George’s County information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of the binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The below signed hereby certifies that the following information provided is true and correct.

Signature of:

X _____
(AUTHORIZED AGENT’S SIGNATURE)

X _____
(DATE)

END OF APPENDIX F



PURCHASING AND SUPPLY SERVICES

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**APPENDIX G - FINANCIAL PROPOSAL TERMS
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)
RFP PUR-006-24**

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

Company Name: _____
Address: _____

Phone Number: _____

TO: Board of Education of Prince George’s County

We propose to **provide and maintain services for VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS** to the Board of Education of Prince George’s County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **RFP PUR-006-24**.

Instructions:

Each vendor shall provide a fixed labor rate and material discount as listed on **Attachment A – Cost Proposal Form**. *Offerors must bid on all items listed or no bid*. Prices shall be fixed for the contract term and option period.

The undersigned agrees to furnish and deliver materials necessary to provide Paint and Paint Sundries for The Board of Education of Prince George’s County in accordance with the attached specifications, and other related contract documentation.

Signature of:

X _____
(AUTHORIZED AGENT’S SIGNATURE)

X _____
(DATE)

(NAME)

(EMAIL)



PURCHASING AND SUPPLY SERVICES

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**APPENDIX H - MBE FORM
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)
RFP PUR-006-24
VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS**

This document must be completed by All Offerors, signed in blue ink by an authorized company official & submitted with your bid response.

Prime Vendor Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Number: _____

Ref
Proposal# _____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE ____ PGC MWE ____ MD MBE ____ MD MWE ____

IF YOU ARE A LOCALLY BASED MINORITY BUSINESS, PROVIDE CERTIFICATION INFORMATION:

P.G. COUNTY GOVERNMENT: Certification No.: _____

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: _____



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APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION (TO BE SUBMITTED WITH FINANCIAL PROPOSAL)

RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

At the time of proposal or bid for a State procurement contract of \$10,000 or more is submitted, the offeror or bidder shall certify to the procurement officer that the offeror or Bidder has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the offeror or Bidder is a vendor of tangible personal property, the offeror or Bidder possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Signature

Date

Name (please type or print)

Witness Signature

Date

Name (please type or print)



PURCHASING AND SUPPLY SERVICES

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APPENDIX J – CERTIFICATION OF COMPLIANCE (TO BE SUBMITTED WITH FINANCIAL PROPOSAL) RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

All Contractors, subcontractors or vendors must abide by PGCPS Board policies and regulations while working on PGCPS property.

Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPS project. The Vendor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the PGCPS and Maryland State Department of Education (MSDE) requirements before doing business with PGCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current PGCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPS requirement.



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Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print name and title of signatory _____

Print name of company _____

END OF ATTACHMENT J



PURCHASING AND SUPPLY SERVICES

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**APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
 (TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

All vendors interested in conducting business with Prince George’s County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS’s conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company, or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/proposal/bid for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of PGCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write “N/A” and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor’s company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date_____

Printed Name of Vendor Authorized Representative_____



PURCHASING AND SUPPLY SERVICES

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ATTACHMENT A – COST PROPOSAL FORM (SUBMITTED WITH FINANCIAL PROPOSAL) RFP PUR-006-24 VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

Company Name _____

Address _____

Phone Number _____

TO: Board of Education of Prince George’s County

We propose to provide services for **RFP PUR-006-24 VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS** to the Board of Education of Prince George’s County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Respondent shall provide all-inclusive rates for the proposed project as follows:

See Excel spreadsheet for pricing details. Financial proposals shall be completed and submitted as an Excel document (not pdf).

Name _____

Title _____

Signature _____

Date _____



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ATTACHMENT B – LETTER OF INTEREST FOR PRE-PROPOSAL CONFERENCE

**RFP PUR-006-24
VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS**

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Offeror shall submit this document on its letterhead

(Date shall be no later than April 29, 2024)

On behalf of (***Institution Name***), we are pleased to inform you of our intent to attend the **Preproposal Conference for RFP PUR-006-24 Voice and Data Maintenance and Service at Various Locations.**

(Institution Name) shall attend via Zoom conference

Representative

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
MAILING ADDRESS:	TELEPHONE:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	



PURCHASING AND SUPPLY SERVICES

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ATTACHMENT C – LETTER OF INTENT TO APPLY

RFP PUR-006-24

VOICE AND DATA MAINTENANCE, AND SERVICE AT VARIOUS LOCATIONS

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Offeror shall submit this document on its letterhead

(Due No later than 5pm ET on April 29, 2024)

On behalf of (*Institution Name*), we are pleased to inform you of our intent to submit a proposal for **qualified partners to provide Voice and Data Maintenance, and Service at Various Locations**. Our proposal will address all components of the RFP. We intend to submit a proposal to you by _____.

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	EMAIL:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson | DeNerika.Johnson@pgcps.org

13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

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ADMINISTRATIVE PROCEDURE

MINORITY BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

3325

Procedure No.

Ju.y 1, 2004

Date

- I. **PURPOSE:** To establish a resolution that a goal of 30 percent be attempted on all contracts with a minimum of 15 percent requirement of the total dollar value for all Prince George's County Public Schools' contracts for materials (other than materials of instruction), supplies, equipment, services and construction, as entered into during any fiscal year, be purchased directly or indirectly from Minority Business Enterprises (MBEs).
- II. **POLICY:** As set forth in state law and county ordinance, the Prince George's County Public Schools' Minority Business Enterprise Program must meet certain statutory and regulatory requirements. In recognition of existing state and county statutes, rules, regulations, and resolutions, and consistent with statutory provisions related to bidding proposals and awards thereon by local boards of education, the Board of Education of Prince George's County adopted a minority business Administrative Procedure on April 21, 1986. This procedure, revised on July 1, 2004, supersedes the procedure of June 30, 1998.
- III. **BACKGROUND:** The following regulations all seek to achieve certain minimum percentages of total contract expenditures for minority business enterprises, as hereafter defined, where state or county funds are involved.
 - A. Annotated Code of Maryland, State Finance and Procurement, Article 14-301.
 - B. Annotated Code of Maryland, Education, Article Section 5-301.
 - C. Annotated Code of Maryland, Education, Article Section 4-125.
 - D. Code of Maryland Regulations, Title 21, Subtitle 11, Chapter 3.
 - E. Prince George's County Code, 10-A, Subdivision 10A-136, Assistance to Minority Business Enterprise.
 - F. Interagency Committee Rules, Regulations and Procedures for the Administration of the School Construction Program, Section 15 (approved by Board of Public Works, October 6, 1993).
- IV. **DEFINITIONS:**
 - A. Minority Person: A member of a socially or economically disadvantaged minority group that for the purposes of this procedure includes African Americans, American Indians/Native Americans, Asians, Hispanics, Women, Physically or Mentally challenged individuals, and Not-for-Profit



ADMINISTRATIVE PROCEDURE

MINORITY BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

3325

Procedure No.

Ju.y 1. 2004

Date

entities organized to promote the interests of physically or mentally disabled individuals.

- B. Minority Business Enterprise (MBE): Any legal entity, other than a joint venture, that is at least 51 percent owned and controlled by one or more minority person(s), organized to engage in commercial transactions.
- C. Ownership:
1. For a sole proprietorship to be deemed a minority business enterprise, the sole proprietor must be a minority person. If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the minority person's ownership interest.
 2. For a partnership to be deemed a minority business enterprise, at least 51 percent of the partnership's assets or interests must be owned by a minority person or minority persons. If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the minority person(s) ownership interest.
 3. For a corporation to be deemed a minority business enterprise, legal and equitable ownership of at least 51 percent of the aggregate of all classes of stocks, bonds, or other securities issued by the corporation must be owned by a minority person(s). If an ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person(s) or business entity, the options, security interests, agreements, etc., held by the non-minority person(s) or business entity may not significantly impair the minority person(s)' ownership interest. (Note: stock held in trust is not considered as stock held by the disadvantaged business persons when computing the business person(s)' ownership).
- D. Control: Minority owners shall either collectively or individually possess the working knowledge of the technical requirements needed, power to



ADMINISTRATIVE PROCEDURE

MINORITY BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

3325

Procedure No.

Ju.y 1. 2004

Date

direct or cause the direction of management, policies and objectives and to make all substantive, day-to-day decisions on applicant's major and/or essential operations. In addition, the applicant must demonstrate technical knowledge of the firm's major areas of work. No formal or informal restrictions of any kind shall exist which limit the customary discretion necessary for actual business control by the minority owners.

- E. Certification: The determination that a legal entity is a minority business enterprise consistent with the provisions of Subtitle 3 (13-301b) of the State Finance and Procurement Article.
- F. Certified Minority Business Enterprise: A minority business that holds a certification issued by Maryland Department of Transportation (MDOT) or recertification issued by Prince George's County Government.
- G. Race Neutral Measure: Means a method that is or can be used to assist small businesses.
- H. Minority Business Enterprise Coordinator: The employee designated to administer the Board of Education's Minority Business Enterprise Program.
- I. Buyer: Purchasing agent-handling solicitations.

V. MINORITY BUSINESS ENTERPRISE PROGRAM RESPONSIBILITIES:

- A. A roster of MBEs, listing each firm by commodity and service provided, certification, minority business code, location, and current certification status, shall be maintained in Purchasing Services.
- B. The MBE Coordinator, who shall be an employee assigned to Purchasing Services, shall have the direct responsibility for maintaining said roster.
- C. Any MBE on a current listing of Maryland Department of Transportation or Prince George's County Government list of certified MBEs shall, upon furnishing evidence of such, be automatically deemed eligible for placement on the roster of MBEs of Prince George's County Public Schools.

VI. CERTIFICATION: The determination that a legal entity is an MBE consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

VII. TECHNICAL ASSISTANCE-OUTREACH-TRAINING EFFORTS: The MBE Coordinator shall have the direct responsibility for implementing a



ADMINISTRATIVE PROCEDURE

MINORITY BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

3325

Procedure No.

Ju.y 1. 2004

Date

"Technical Assistance-Outreach-Training Program" for small and minority vendors. Said program may cover any and all factors necessary to enable small and minority firms to do business with Prince George's County Public Schools.

- VIII. **SOLICITATION OF BIDS:** All Invitations for Bid (IFB) and Requests For Proposal (RFP) will be reviewed and may, at the discretion of the Board of Education's representative, require a percentage equal to 30 percent but a minimum of 15 percent participation by minority businesses as defined herein in supply, service, construction, moveable equipment, and architectural and engineering services contracts.
- IX. **ADVERTISING INVITATIONS FOR BID:** Prior to advertising an Invitation for Bid (IFB), a Prince George's County Public Schools' representative from the appropriate division responsible for the contract, a Purchasing agent, and the MBE Coordinator will jointly identify all subcontractable opportunities in the IFB. All bids will include the following information:
- A. The Prince George's County Public Schools does not discriminate on the basis of race, color, sex, or national origin in consideration for award. **Minority businesses are encouraged to submit bids in response to this notice.**
 - B. Minority business firms will be considered as minority business contractor or subcontractor, if certified by any of the following: Prince George's County Government and the Maryland Department of Transportation.
 - C. The certified minority business goal for each IFB will be noted on the front cover of the IFB under "Special Note" and identified as a **deliverable in the contract.**
- X. **SOLICITATION PROCESS FOR PHONE AND WRITTEN QUOTES.**
THIS PROCESS INCLUDES PROFESSIONAL SERVICES (Architects, Engineers, Non-Instructional Services Consultants, Contractual Services, etc.)
- A. For contracts less than \$5,000, solicitations from more than one vendor are not required. Users and buyers are **strongly** encouraged to solicit from MBEs in addition to other prospective bidders.
 - B. If contracts are estimated to be between \$5,001 - \$10,000, a minimum of three (3) qualified firms shall be solicited for quotations. Two (2) firms are to be a certified minority. If three (3) firms cannot be solicited, or if pricing is obtained directly from the manufacturer or its direct distributor, a note of explanation shall be made on the quotation worksheet. Current



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catalog prices and prior bid prices may, if confirmed by the supplier, serve in lieu of quotations. Certified minority business enterprises (MBEs) should always be contacted in addition to other prospective bidders.

- C. A request for written quotations shall be solicited when the estimated dollar value of the request exceeds \$10,001 but is less than \$15,000. A written specification shall be prepared and mailed to a minimum of three (3) firms requesting written quotations of pricing. **A minimum of two (2) minority firms shall be sent the solicitation.**
- D. Formal bids are required for procurements over \$15,000.
- E. Local MBE firms within Prince George's County should be contacted first for telephone and written solicitations. If there are less than 3 MBE firms available in Prince George's County, a broader search of the MDOT MBE Central Directory at www.marylandtransportation.com (click on MBE/DBE Program and proceed to the Directory) shall be contacted.
- F. In the event the buyer/user department is unable to locate a minority firm for a specific service, the MBE Coordinator shall be contacted as an additional resource.
- G. Evaluation and selection of professional services - The contract process for these services will involve Purchasing Services.

XI. **SOLICITATION PROCESS FOR FORMAL BIDS:**

- A. To be considered a responsive bidder, contractors are required, when specified in bid documents, to subcontract with MBEs for the stated percentage of the total dollar value of the contract price. (The percentage of MBE participation is based on the anticipated value of the contract.) Should MBE participation be required, MBE forms 1 through 5 must be completed and submitted within ten (10) days after notification of being low bidder.
- B. Bonus Points:
 - Minority Business Enterprise (10%)
 - Prince George's County Based Minority Business Enterprise (15%)
- 1. During the evaluation process the Buyer shall determine the eligibility of any participating certified MBE to match the bid of the lowest responsible bidder by application of bonus points.



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2. In determining if a certified MBE is entitled to match the competitively bid price of the lowest responsible bidder, the Buyer shall adjust the bid price submitted by an MBE (for the purpose of evaluation and offer to match only) by reducing the bid price of such firm by the product of: (1) the bid price of the apparent lowest responsible bidder; and: (2) the bonus factor applicable to the MBE (as stated above).
3. Once it has been determined through the application of the bonus points as aforementioned that the bid price submitted by an MBE, after adjustment, was lower than or equal to the bid price of the lowest responsible bidder, such MBE shall be given the opportunity to accept the bid at the lowest bid price.
4. If said lowest responsible bidder is a minority firm not located in Prince George's County or Maryland, a Prince George's County-based or Maryland-based firm will be awarded bonus points. Once the bonus points are applied, the Prince George's County-based or Maryland-based minority firm will be afforded the opportunity to match the bid of the lowest responsible bidder, if so justified.
5. The Buyer shall notify the MBEs, that by virtue of the application of the bonus points, the **minority** business enterprise is entitled to match the bid of the lowest responsible bidder. Qualifying MBEs will be given a period of five (5) business days from the issuance of such notifications by the Buyer the opportunity to match the bid originally submitted by the lowest responsible bidder.
6. As a result of such notifications, if more than one MBE proposes to reduce its previous bid to that of matching the bid of the original lowest responsible bidder, the contract shall be awarded with preferences given in the following order: first, Prince George's County-based MBE; and second, Maryland-based MBE.
7. If two or more MBEs qualify for the same preference contract award and are prepared to match the bid of the original lowest responsible bidder, the Buyer shall, by toss of a coin, select the party to whom the contract will be awarded.
8. If the MBE entitled to match a bid indicates to the MBE Coordinator that it can only match the bid of the otherwise lowest responsible bidder if relieved from the necessity of furnishing a bond from a recognized surety guaranteeing the total performance under any contract to be awarded, the Chief Financial Officer may,



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upon a finding that the MBE has demonstrated adequate performance on prior contracts with the state, county, any of its agencies, municipal corporations, or any local boards of education, waive such requirement.

9. If the MBE determines that it cannot match the lowest responsible bidder after being offered an opportunity to do so, **the MBE will not be penalized.**

C. Composition of Minority Subcontractors:

1. It is the intent of Prince George's County Public Schools (PGCPS) that the contractor includes fair representation of all minority groups in the required percentage of MBE subcontracting participation.
2. If the successful bidder is an MBE firm, it shall be the obligation of the contractor to maintain its status as a certified MBE or to maintain the required subcontracting percentage with certified MBE firms, whichever may be applicable, throughout the term of the contract or any extension thereof. In the event that any of the representations or circumstances of the contractor change with respect to the MBE status, the contractor shall notify the Board of Education immediately. The contractor shall also report any change in minority business usage if different than information submitted at the time contract is signed.

D. Pre-Bid Conference:

1. At each Pre-Bid Conference, the Prince George's County Public Schools representative will explain the MBE subcontracting requirement, MBE provisions of the solicitation, documentation required, and its relationship to the bidder's responsiveness.
2. Prime contractors must request price quotes from MBE subcontractors at least five (5) working days prior to the bid opening. However, this may be adjusted at the discretion of the Board of Education.
3. Bidders may use the services offered by the MBE Program Coordinator to develop its MBE participation requirement.



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4. When MBE subcontracting is required, each bid or offer submitted in response to a solicitation must be accompanied by a completed Minority Business Enterprise Utilization Affidavit (MBE Form #1) which has been duly notarized.
5. After the review of responsive bids, the apparent low bidder will be notified. Final approval of contract award will not be made until a list of all MBEs and other related documents from the contractor are received and reviewed.

E. Contract Award:

1. The following documentation must be furnished by the apparent low bidder within ten (10) working days from notification when subcontracting is required:
 - a. A completed Schedule for Participation of Minority Business Enterprise (MBE Form #2);
 - b. A Statement of Intent (MBE Form #5); and
 - c. A copy of the current acceptable certification letter attached to each Statement of Intent.

Each document will show the agreed prices to be paid to each certified MBE for the work and identify in detail the contract items to be performed by the certified minority business and the proposed timetable for such performance. All documents must be signed by an authorized representative from both the prime and subcontracting firms.

The bidder will certify in writing that there is an existing subcontract for all work that has been sublet.

2. The Prince George's County Public Schools' MBE Program Coordinator will conduct a preliminary evaluation of the apparent low bidder's submission to determine whether the proposed MBE participation is in compliance with the outlined requirements.
3. Based on the evaluation of contract documents submitted, the Prince George's County Public Schools' representative will determine if the low bidder is in compliance with the MBE participation requirements and may recommend to make the final award or require additional information.



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F. Request For Waiver of Minority Business Enterprise Goal:

1. A waiver of the MBE contract requirement may be granted by the Board of Education **only** upon receipt of a written request with supporting documentation which presents a reasonable demonstration by the bidder that MBE participation was impossible to obtain or was not obtainable at a reasonable price, and that the public interest is served by a waiver. Any request for a waiver should be submitted on a Request for Waiver (MBE Form #4) and contain the following:
 - a. A detailed statement of the efforts made to contact and negotiate with certified minority businesses including: names, addresses, dates, and telephone numbers of certified minority businesses contacted;
 - b. A description of the information provided to MBEs regarding plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - c. A detailed statement of efforts made to select portions of work proposed to be performed by certified minority businesses in order to increase the likelihood of achieving the stated requirement;
 - d. A detailed statement of reasons for a contractor's conclusion that a certified minority business is not qualified to perform the work needed; and
 - e. A list of minority subcontractors found to be unavailable. (This list should be accompanied by the Minority Subcontractor Unavailability Certificate (MBE Form #5) signed by the MBE or a statement from the apparent low bidder that the certified business did not provide the Minority Subcontractor Unavailability Certificate.)
2. A waiver exception to the MBE requirement will be granted upon determination by the Prince George's County Public Schools' representative that qualified MBEs are not available to participate in a contract or at a reasonable price consistent with the stated MBE contract requirement and the total contract award. Upon consideration of all the waiver documents submitted in accordance with this provision, the Prince George's County Public Schools' MBE Coordinator may approve or deny any request for a waiver.



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3. The low bidder's failure to participate in any of these proceedings or failure to furnish information after written request may result in rejection of the bid on the basis of non-responsiveness.
- G. Contractor Responsibility and Compliance: The contractor shall perform the contract in accordance with the representations made in the Minority Business Enterprise Utilization Affidavit submitted as part of the bid proposal and on the Schedule for Participation of Certified Minority Business Enterprise (MBE) submitted after the bid proposal (MBE Form #2). All compliance monitoring of certified MBE participation will be in accordance with the following:
1. The contractor shall structure operations for the performance of the contract to attempt to achieve the purpose of this procedure.
 2. The contractor agrees to apply the firm's best efforts to carry out these requirements consistent with the efficient performance of the project.
 3. The contractor must assure that MBEs shall have the maximum practical opportunity to compete for subcontract work under the contract, even after award of contract.
 4. The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to MBEs that the Board of Education may, from time to time, conduct.
 5. The contractor shall maintain such records as may be necessary to confirm compliance with its MBE utilization obligations. These records shall indicate the identity of minority subcontractors employed on the contract, type of work performed by each, dollar amount proposed, actual monies paid during the reporting period to date, and any services and procurements achieved.
 6. All records concerning MBE participation must be retained by the contractor for a period of three (3) years after final completion of the contract and will be available for inspection by the Board of Education.
 7. It shall be the obligation of the contractor to maintain its status as a certified MBE or to maintain the required subcontracting percentage with certified MBE firms, whichever may be applicable, throughout the term of the contract or any extension.



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8. Any desired changes in the Schedule for Minority Business Enterprise Participation must be approved in advance by the Board of Education and shall indicate the contractor's efforts to substitute another MBE subcontractor to perform the work. Additionally, if changes to the contract require additional work resulting in a cost increase, the MBE participation should be adjusted to reflect this change.
 9. Failure to notify the Board of Education of any changes of representations or circumstances of the contractor with respect to the MBE status of the contractor or the percentage of MBE participation, may cause the contractor to be subject to disqualification from the award of any PGCPSS system contracts for a period of three (3) years. In addition, the contractor shall be subject to such other actions as may be provided under applicable county ordinances and/or state law.
 10. The agreed MBE goal identified in the IFP and RFP is a deliverable. Failure to comply shall be subject to such other actions applicable to county ordinances and /or State law.
- H. Amendment For Unforeseen Circumstances: If, at any time before award, an apparent low bidder believes or has reason to believe that a certified minority business listed in the Prince George's County Public Schools' Schedule of Minority Business Enterprise Participation has become unqualified or unavailable, the bidder will immediately notify the Prince George's County Public Schools' MBE Coordinator. Within five (5) working days, the apparent low bidder must make every reasonable effort to achieve the stated requirement for the minority participation. Failure to make such efforts may result in a determination that the apparent low bidder is not eligible for award of the contract.
- I. Emergency: If the Prince George's County Public Schools' Chief Financial Officer determines that a project is an emergency (e.g., hazard to the health and welfare of students), the Chief Financial Officer may waive requirements for MBE documentation.
- J. Filing of Reports:
1. The Chief Executive Officer (CEO) shall report to the members of the Board of Education of Prince George's County, at least semi-annually, commencing January 2005, regarding progress being made in attainment of requirements established by the Resolution of



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- the Board of Education revised, concerning the awarding of contracts to MBEs.
2. The Minority Business Office is required to submit to the CEO on a semi-annual basis a report of MBE participation. Each year two reports will be issued: an interim report covering the period July 1 through December 31, and an annual report detailing activity from July 1 through June 30. Each report will include:
 - a. Total dollar value of contracts and purchases, by category; and
 - b. Total dollar value of contracts and purchases, by category, awarded to MBEs.
- K. Records, Reports and Subcontractor Payments: The prime contractor agrees to pay subcontractors within five (5) working days of receipt of payment from Prince George's County Public Schools. If payments are not made, the Board reserves the right to withhold the amount owed to subcontractor(s) from the prime contractor's next payment requisition.
- L. Monitoring:
1. The Board of Education will carry out reviews as deemed necessary to monitor compliance with MBE participation requirements. Such reviews may include site visitations to ensure compliance with MBE requirements.
 2. The Board of Education and contractors will maintain appropriate records and, upon request, assist in on-site or post-audit reviews.

XII. BONDING:

- A. The Director of Purchasing and Supply may, upon finding that an MBE has demonstrated adequate performance on prior contracts with the state, county, or any of its agencies, municipal corporations, or any local boards of education, waive bonding requirement on certain projects.
- B. At the discretion of the Buyer, unless otherwise required by state or federal law or regulations as a condition to state, federal or county assistance, no bid bond, performance or payment bonds shall be required if the contract price is less than \$50,000.
- C. Bonds on construction projects over \$50,000 must be provided by prime. However, at the discretion of the Prince George's County Public Schools'



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representative, bonds may be waived. Additional documents may be required.

XIII. **NON-DISCRIMINATION:**

- A. No contract may be awarded to any contractor or subcontractor unless the contract, subcontract or agreement contains the following non-discrimination clause:

"The contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin."

- B. If the non-discrimination clause is omitted from a contract or subcontract subject to this Section, the Board of Education may declare the contract void. In that event, the contractor is entitled to the reasonable value of work that has been performed and materials that have been provided.
- C. If the contractor willfully fails to comply with the requirements of the non-discrimination clause and the contract is partially completed, the Board of Education may compel the contractor to continue to perform under the contract; however, the Board:
1. Is liable for no more than the reasonable value of work performed and materials provided after the date on which the breach of contract was or should have been discovered; and
 2. Shall deduct any money that has been paid under the contract from the money that became due.
- D. If a subcontractor willfully fails to comply with the requirements of a non-discrimination clause, the contractor may void the subcontract. In that event, the contractor is liable for no more than the reasonable value of work performed or materials provided.

- XIV. **RELATED PROCEDURES:** Administrative Procedure 7419, Minority Business Enterprise Procedures For State Funding Public School Construction Projects.

- XV. **MAINTENANCE AND UPDATE OF THESE PROCEDURES:** These procedures originate with the Department of Purchasing and Supply and will be updated as necessary.



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- XVI. **CANCELLATIONS AND SUPERSEDURES:** This Administrative Procedure cancels and supersedes Administrative Procedure 3325, dated June 30, 1998.
- XVII. **EFFECTIVE DATE:** July 1, 2004.

APPROVED BY:

André J. Hornsby
Chief Executive Officer

Attachments:

- 1 - Minority Business Enterprise Utilization Affidavit
- 2 - Minority Subcontractor Unavailability Certificate
- 3 - Request for Waiver
- 4 - Statement of Intent
- 5 - Schedule For Participation of Minority Business Enterprise

Distribution: Lists 1, 2, 3, 4, 5, 6, 10, and 11

REQUEST FOR WAIVER

Contractor _____ Name of Project _____

I do hereby request that an exception be granted to the requirement that a minimum of fifteen percent (15%) of the total value of this contract be placed with Minority Business Enterprises.

In connection with the above-captioned project and this request, I hereby certify that I am the _____ and duly authorized representative of
(Title)

(Company Name & Address)

I further certify that I have submitted a Schedule for Participation of Minority Business Enterprises (MBEs), which reflects the percentage and dollar value of MBE participation, which my company expects to achieve for this contract. That percentage is _____% and the dollar value is \$ _____. Therefore, the Request for Exception is for _____ percentage and _____ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A statement of the efforts made by my company to contact and negotiate with MBEs, including the names, addresses and telephone numbers of MBEs contacted;
2. A description of the information provided by MBEs regarding the plans and specifications for portions of the work to be performed;
3. A statement of the efforts made by my company to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goal;
4. For each MBE, which placed a bid, which my company considers to be unacceptable, we are submitting a statement, which explains the basis for our conclusion that the minority business bid is unacceptable;
5. A list of minority subcontractors found to be unavailable with attached Minority Subcontractor Unavailability Certificate(s).

(Date)

(Signature)

(Print Name)

Sworn to and subscribed before me this _____ day of _____, 20 _____.

(Notary Public)

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISE

- 1. PRIME CONTRACTOR - NAME OF FIRM & ADDRESS: (Number, Street, City, State, Zip Code)

Telephone: _____ Fax _____

- 2. PROJECT LOCATION: (Number, Street, City, State, Zip)

- 3. PROJECT NUMBER: _____

- 4. TOTAL CONTRACT DOLLAR AMOUNT: \$ _____

PROJECT NAME: _____

- 5. LIST THE DATA REQUESTED FOR EACH MINORITY FIRM INVOLVED IN THIS PROJECT:

- a. MINORITY FIRM & ADDRESS: (Number, Street, City, State, Zip)

Work or Service to be performed:

Project Commencement Date: _____

Project Completion Date: _____

Agreed Dollar Amount: \$ _____

Percentage of Total Contract: _____ %

Certified by: MDOT and/or Prince George's County Government

Cert. No. _____

- b. MINORITY FIRM: (Number, Street, City, State, Zip)

Work or Service to be performed:

Project Commencement Date: _____

Project Completion Date: _____

Agreed Dollar Amount: \$ _____

Percentage of Total Contract: _____ %

Certified by: MDOT and/or Prince George's County Government

Cert. No. _____

- 6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$ _____
 MINORITY FIRMS TOTAL PERCENTAGE: _____ %