



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

INVITATION FOR BID (IFB) On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

ISSUED BY:	The Department of Purchasing & Supply Services, Kania Barnhardt Jr. Procurement Specialist
IFB NUMBER:	DBS056-23
RELEASE DATE:	April 3, 2023,
PRE-BID MEETING:	Not Applicable for this Solicitation
QUESTIONS DUE DATE/TIME:	April 14, 2023
BID DUE DATE/TIME:	May 1, 2023
DIRECT INQUIRIES TO:	kaniea.barnhardt@pgcps.org eyvette.wright@pgcps.org

To All Prospective Bidders:

Prince George's County Public Schools (PGCPS) is soliciting sealed bids from qualified vendors in response to **IFB DBS056-23**.

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 IFB. Bidders are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render a Bidder's bid unacceptable and subject to rejection.

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. Bidders are directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office for instruction. **If the Bidder has questions, they must be in writing and directed to the procurement contacts specified.** Failure to adhere to this requirement may subject the Bidder to immediate disqualification.



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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.

1. PURPOSE

The Board of Education of Prince George's County (The Board) is issuing this Invitation for bid (IFB) to provide **Installation of Carpeting, Resilient Flooring, Accessories, and Replacements** 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.

2. SUMMARY OF SERVICES

The BOARD requests bids for the work detailed and specified in the IFB. Typical services performed under this contract may include removing non-asbestos floor covering, furnishing, delivery and complete installation of commercial carpeting and resilient flooring with related accessories as required to make projects complete in all detail, in compliance with specifications herein, and manufacturer's installation recommendations. Additional services performed may include emergency service calls for repairs on an as needed basis. The bidder shall be fully qualified and properly licensed to serve as a ready source for projects to support the furnishing and installation of the items listed in this IFB. Bids that do not meet all requirements will be considered non-responsive. All exceptions must be noted.

3. 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 Bid Form**.

4. BIDDERS 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:



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“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 bidder or Bidder which has submitted a bid. 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.”

5. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Bidder and The BOARD (the “Effective Date”) and shall continue for a period of three (3) years (“Initial Term”). In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) 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).

6. 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.

7. CONTRACT TYPE

The contract resulting from this solicitation shall be **Firm Fixed Price**. Vendors are encouraged to partner with local bidders or firms **if they don’t meet all the required expertise or MBE requirements**.

8. SUBCONTRACTOR(S) / TEAMING PARTNER(S)

Subcontractor and or teaming partner information **shall be included in response**. Unless otherwise stated within the IFB bid documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB or the contract without the prior approval of the technical lead or Procurement.

9. POINT OF CONTACTS

The Bidder’s performance will be under the direction of the Procurement Department ensuring the bidder'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 Bidder shall be accountable to the end users on all matters relating to the scope of work.

PROCUREMENT CONTACTS

Kania Barnhardt
Jr. Procurement Specialist
Kania.Barnhardt@pgcps.org

Eyvette Wright
Procurement Supervisor
eyvette.wright@pgcps.org

TECHNICAL CONTACT

Alex Baylor
(Do Not Contact)



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PART II: INSTRUCTIONS TO BIDDERS

1. BIDDER KNOWLEDGE OF TERMS AND CONDITIONS

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

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

2. BID SCHEDULE

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

Solicitation Milestones	Milestone Date and Time
Issue IFB Solicitation	April 3, 2023,
Pre-Bid Meeting	Not Applicable
IFB Questions Due Date and Time	April 13, 2023, 2:00 p.m.
IFB Sealed Bid Due Date and Time	May 1, 2023, 2:00 p.m.

3. BID SUBMISSION REQUIREMENTS

In order to be eligible, bids must be received via eMaryland MarketPlace Advantage (eMMA) no later than **2:00 p.m. on May 1, 2023**.

4. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

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).

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

5. BIDDER MARKINGS

All bids shall be submitted without redactions. All sections of the bid that are considered Confidential or Proprietary shall be clearly marked within the bid. The Bidders' 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 Bid.



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6. BIDDER 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. Each part shall be submitted as a separate file:**

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

7. BIDDER DELIVERY

The bidder shall deliver their bid electronically through eMMA. Bidders shall **retain** one (1) original copy of the bid for their files. PGCPS *may* request the original notarized documents that were posted electronically before final award execution.

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

a. VOLUME I - TECHNICAL

The Technical Bid shall be submitted in **PDF** format. Bidders shall not include any pricing. Bidder 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

Bidder shall include a brief transmittal letter prepared on the Bidders' letterhead, and signed by an individual who is authorized to commit the Bidder to the services and requirements in the IFB and Bid. This transmittal letter shall include:

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract and the person who will receive all official notices concerning this IFB.
- The Bidders' Dunn and Bradstreet ID Number.
- A brief statement of the Bidders' 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 IFB.
- A statement that the Bid is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial bids or the closing date for receipt of a best and final offer, if applicable.



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2) TAB B – LEGAL CLAIMS

Bidder 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 Bidder must state no claims exist.

3) TAB C – EXPERIENCE AND CAPABILITIES

Bidder shall prepare and present a Technical Bid in such a way as to demonstrate the degree to which the bidder has actually performed similar work and has the technical expertise, capacity, staffing, experience and capabilities to perform and satisfy the requirements of the IFB.

b. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE)

A MBE goal of **10%** 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 bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this IFB, the Bidder acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises.

If the Bidder is NOT a MBE certified by MDOT, bidder shall include **a full or partial waiver of the overall goal with the Bid.**

Refer to Part V, General Terms and Conditions and 13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

To access forms, 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>

c. VOLUME III – COST BID

The cost bid shall consist of the Financial Stability documentation and the Cost Bid Form, Attachment A. Bids that do not include both will be ruled non-responsive.

- 1) Financial Stability is demonstrated through a commonly-accepted method that prove the bidder's fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). The Bidder *may* supplement its response to this Section by including one or more of the following with its response:

- a. Dun & Bradstreet Rating;
- b. Standard and Poor's Rating;



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- c. Lines of credit;
 - d. Evidence of a successful financial track record; and
 - e. Evidence of adequate working capital.
- 2) Bidders shall provide the Cost Bid in **excel** format (**Attachment A**). Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Items or costs required to provide the services and deliverables as proposed, but not identified will be the sole responsibility of the Bidder. All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. The Cost Bid shall include all-inclusive rates. Bidders should not include any portion of their Technical Bid in its Cost Bid.

d. VOLUME IV - Appendices

The Bidder 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 – Bid and Addendum Acknowledgement
- Appendix B – Past Performance References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Bid 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
- Appendix L – State of Maryland Certificate of Good Standing

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



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PART III: SCOPE OF WORK

1. OVERVIEW

The Board requests sealed bids in response to this invitation for Bid (IFB) for Installation of Carpeting, Resilient Flooring, Accessories, and Replacements on an as needed basis. This means that required jobs will be assigned to the contractor as the job develops/project occurs during the term of this contract. The Bidder shall provide all necessary labor, materials, delivery and equipment necessary to remove existing non-asbestos floor coverings and install new, complete, floor coverings and related accessories as required in compliance with the recommended manufacturers standards and laws in accordance with manufactures guidelines throughout PGCPS.

The term Bidder shall be defined as an individual, partnership, or corporation which submits a bid in response to this IFB.

PGCPS intends to issue a multiple award contract. All subcontractors are at the responsibility of the Prime Bidder. Bidder(s) shall be required to visit various locations throughout PGCPS, as requested, to take measurements and develop cost bids for each project. The bidder shall be responsible for obtaining any applicable licenses/permits to complete the work.

The technical specifications are contained in the IFB. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

2. BIDDER QUALIFICATIONS STATEMENT

Each bidder **must provide a qualifications statement** to indicate they meet or exceed all requirements listed.

- a. Bidder shall be a **business firm with not less than five (5) years of experience** providing commercial floor covering installation of carpet and resilient flooring, floor preparation and related accessories similar to those specified herein and shall demonstrate the ability to have a sufficient number of installers work at various locations simultaneously.
- b. Bidder shall **be approved and certified** by carpet manufacturer for all brands the bidder bid for each project.
- c. The bidder shall list **supervisor and employees by name and certifications or licenses** information for dedicated the qualified technicians that are applicable for carpeting and flooring installation services under the IFB at request.
- d. Each bidder shall be qualified by experience, organization, scheduling and coordination ability, and shall **demonstrate the necessary labor and equipment to perform the work** called for in the IFB.
- e. The bidder 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 bidder within the last five (5) years.



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3. PROJECT AND REPAIR QUOTATIONS

The awarded bidder(s) shall be notified by the PGCPS designated representative for when installation of carpet, resilient flooring, accessories, and replacements services is required. No installs or repairs shall be made without prior PGCPS authorization. PGCPS will not pay for any non-authorized repairs.

- a. Bidder shall provide quotations for each project undertaken. The Bidder project cost shall be all inclusive of all labor, materials, delivery and equipment costs for the complete project. Bidder shall break down all costs associated with the specific project work. Breakdown shall consist of separate line items for labor according to employee title, number of hours anticipated to complete the work for each employee, and materials. Lump sum quotations that do not provide the breakdown as detailed above shall not be accepted. Separate unit prices for materials and labor shall be applied to projects as requested by PGCPS.
- b. The Bidder shall be responsible for verifying all conditions prior to implementation of the scope of work for each project and shall provide a written statement that acknowledges the review of the management plan held at each site prior to the start of work assigned.
- c. The PGCPS Building Supervisor or their designated representative must authorize all repairs. The Bidder shall bill only for the hours worked at the PGCPS location. PGCPS will not pay for travel time to and from the location.
- d. Samples must be provided for all work performed and submitted with quotation.

4. REQUIREMENTS

- a. It is anticipated that most of the work under this contract will be performed during June, July and August. Therefore, the successful bidders must be able to demonstrate they have the ability to perform if awarded a contract.
- b. Work is expected to be performed during normal business hours from **7:00am – 3:30pm, Monday through Friday**. Some installations and replacements are in occupied and furnished rooms, and will be performed during non-school hours, as necessary, in order to minimize impact and disruption to the classrooms and other areas and facilities. If a project is required on evenings, weekends or holidays, the successful bidder(s) shall work with the Building Services Supervisor or Designee to develop a specific project schedule.
- c. Any overtime incurred outside of the scope requirement parameters will be at the expense of the bidder. The bidder shall reimburse PGCPS for the overtime cost of having PGCPS building services personnel on site. These overtime costs will be tracked and deducted from the bidder's final invoice.
- d. All work shall be performed in accordance with the latest applicable Carpet and Rug Institute recommendations, laws, codes and regulations of the various bodies of the State of Maryland, Federal/Local Governments, ADA and all others having jurisdiction.
- e. All work is subject to inspection by PGCPS at any time. Any work requiring reinstallation will be performed at the bidder's expense.
- f. The bidder shall furnish the services of an **experienced supervisor with a minimum of 5 years of experience**, who shall be in charge of the work and provide direction to the crew at all times.



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5. MATERIALS/SPECIFICATIONS

a. Carpeting

1. Pre-cured, mill applied or other “dry” adhesive system (2.02E) when available. Otherwise, adhesive should be full spread, extremely low VOC in compliance with CRI Indoor Air Quality Testing Program requirements, compatible with materials being adhered, as recommended by the Manufacturer.
2. Hot-melt seaming adhesive or similar product recommended by carpet manufacturer or taping seams and buttering cut edges at backing to form secure seams and preventing pile loss at seams. Failure to use the required adhesive will result in the removal of any carpet that has been installed with reinstallation of carpet using approved adhesive performed at the bidder’s expense.
3. Miscellaneous materials, as recommended by manufacturers of carpet and other carpeting products, selected by the bidder to meet project installation requirements, shall be submitted to the Building Services Supervisor or Designee for approval, prior to installation.

b. General Carpet Specifications

Carpet Flammability:

Pill Test (ASTM D2859 or CPSC FF-1-70)	Passes
Radiant Panel Test (ASTM E648)	≥ 045 watts/cm ² , Class

Smoke Density (ASTM E662)	≤ 450 Flaming Mode
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Dimensional Stability (Aachen Method Din 54318)	< 0.10% change
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Static Generation at 70° F (AATCC 134 w/neolite)	≤ 3.0 kV at 20% R.H.
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Lightfastness (AATCC 16E)	4.0 after 60 hours
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Crocking (AATCC 165)	4.0 wet, dry
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Nitrogen Dioxide (AATCC 164)	4.0
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Ozone Fade (AATCC 109)	4.0
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Antimicrobial (AATCC 174, PartII)	≥ 95.0% reduction
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Fungicidal (AATCC 174, Part III)	No growth
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Soil/Stain Protection (AATCC 175-1991)	≥ 8.0 on the Red 40 Stain Scale
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Appearance Retention (CRI TM101)

Severe Use

1. All carpet shall be tufted, manufacturer's first quality and recyclable through an existing carpet reclamation program.
 2. Dye Lots – Each specified carpet tile style shall have mergeable dye lots (same color manufactured at different times blending with no distinguishable variation) and require no more than 1% attic stock.
 3. Installation Method & Waste – Specified carpet tile must install in a non-directional method (no attention to pile direction required during installation) and should produce no more than 2% waste during installation.
 4. Specified carpet must have climate Neutral certification, ensuring that all greenhouse gas emissions associated with the life cycle of the product have been offset.
- c. Manufacturers - Subject to compliance with requirements, provide products by the following:
1. SHAW: Expert Broadloom 12' Carpet
 2. SHAW: Expert Eco Work Carpet Tile
 3. COLLINS AND AIKMAN: 1957 Crayon
 4. MILLIKEN: Centro Carpet Tile 36"
- d. Resilient Flooring
1. All materials including tile, base and adhesives are to be certified in writing as asbestos free building materials.
 2. Vinyl composition tile shall be 12" x 12" x 1/8" with through color pattern. Armstrong Corp., John Manville or GAF Rubberoid shall manufacture tile. Tile selection shall be from Manufacturer's standard grade commercial tile, Armstrong Imperial Texture Excelon or pre-approved equal.
 3. The color of the tile shall be Armstrong's Cottage Tan, or a reasonable facsimile as selected by the Board from manufacturer's standard colors, or as specified by PGCPS.
 4. Base shall be vinyl set-on type and have rounded top and cove base. Provide preformed internal and external corners.
 5. Color shall be as selected by PGCPS from manufacturer's standard colors.
 6. Primers and adhesives shall be waterproof, specifically recommended by the manufacturer of the resilient material for each material location and condition. Do not use asphalt emulsions and other non-waterproof types. Provide Material Safety Data



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Sheets (MSDS) sheets for all primers and adhesives utilized to the Building Services Supervisor or Designee for approval prior to project installation.

7. Adhesive used shall be Envirotec Healthguard Adhesive, Number 2033 or equivalent.
8. Material used to skim coat floors shall be equal or equivalent to Ardex SD-F. Manufacturers material data cut sheets are to be submitted to the Building Services Supervisor or Designee for approval prior to project installation.

6. INSTALLATION

a. Installation of Wall-to-Wall Carpet/Carpet Tile

1. Carpet shall be laid wall-to-wall, by skilled workmen, following best commercial practices under qualified supervision. IT SHALL BE LAID DIRECTLY TO THE FLOOR.
2. Carpet shall run in the same direction with minimum number of seams and so installed that minimum number of sections are used. No seams shall occur at doorways and entry perpendicular to doors or entries.
3. Adhesive will be used to glue wall-to-wall carpet to the floor.
4. Edges not butting vertical surfaces of building shall be provided with vinyl reducer strips.
5. Prior to installing carpet, floors must be broom cleaned to remove all dirt and debris. Completed areas must be broom or vacuum cleaned, all spots removed, and carpeting left free of all threads or other debris incidental to the work.
6. Labor and Workmanship must be warranted for a period of two (2) years.
7. Installation shall commence no later than two (2) weeks after receipt of a purchase order or notice to proceed and continue without interruption until completion. All installations must be complete within five (5) work days of commencement or as specified by Building Services Supervisor or Designee.
8. No debris or trash generated by this work shall be disposed of on PGCPS property or in PGCPS dumpsters/trash receptacles.
9. Plastic/Vinyl reducer strips will be used during installation at the discretion of PGCPS and approval by the Building Services Supervisor or Designee.
10. Installation of 4" vinyl cove base or carpet base shall be included in the price quoted for each job. Failure to include cove base or carpet base in the initial cost bid will not relieve the bidder from the responsibility. The bidder shall incur all expenses related to this oversite.



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- a. The bidder is required to provide a linear foot cost to be used by PGCPS to reduce the job cost if the Board decides not to have the 4" vinyl cove base or carpet base installed on a particular job.
 - b. The bidder shall provide a linear foot differential to adjust the total job cost for substituting 5" vinyl cove base.
 - c. The bidder shall provide a linear foot differential to adjust the total job cost for substituting 6" vinyl cove base.
- b. Installation of Resilient Flooring (Substrate Preparation Installation)
1. Install materials in accordance with instructions of manufacturer and with these specifications. All materials shall be new, in good condition and free of defects.
 2. It is the bidder's responsibility to thoroughly inspect, clean and prepare (patch, level, etc.) the concrete or sub floor prior to the installation of the new flooring materials. Preparation of the substrate includes, but is not limited to "skim-coating" the entire work area with the specified type of material. Starting of work shall imply proper condition of the substrate for receiving flooring and conditions under which the installation is performed. No adhesive can be spread until the after inspection and approval by the Building Services Supervisor or Designee.

Please Note - Failure to "skim-coat" the entire work area and/or not obtaining approval to proceed by the Building Services Supervisor or Designee, prior to mastic or tile installation, may result in the bidder having to remove any installed material(s) to allow PGCPS to inspect preparatory work. All costs associated with the removal of the materials and replacement shall be incurred by the bidder. Re-using removed materials is not acceptable.
 3. Use the proper adhesive for each type of resilient material and surface, without adulteration or reduction, in accordance with manufacturer's instructions.
 4. Cover with adhesive, only the amount of area which can be covered with flooring material within the recommended working time of the adhesive.
 5. Lay tiles smoothly, without air pockets, in accurate alignment, with joints brought in tight contact and without raising and puckering at joints, telegraphing of adhesive spreader marks or sub-floor irregularities through tile or other surface imperfections. Tightly cement to the substrate.
 6. Cut, fit and scribe flooring material to fit neatly at walls, breaks, recesses, pipes, doorframes, cabinets, fixtures, equipment, saddles and edgings. Butt flooring tightly to other materials and surfaces.
 7. Extend flooring continuously under partitions or locate within spaces according to the instructions provided by the Building Services Supervisor or Designee.
- c. Installation of Associated Cove Base and Carpet Base



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1. Provide top-set cove base with accessories in all other locations where resilient base is required. PGCPS reserves the right to substitute matching manufacturer's carpet base.
2. Set base straight, scribe neatly and fit tightly to floors, walls, plasters and other building features. Maintain accurate level and alignment. Bottom edge of cox-type base shall be in continuous contact with flooring.
3. Apply base at drywall, plaster and/or masonry walls in accordance with the base manufacturer's requirements. Prepare surface to receive base as required by base manufacturer. Refer to manufacturer's guidelines for adhesion guidelines.

7. SAMPLES – CARPETING/CARPET TILE

- a. Bidder shall submit carpet samples for projects assigned. Carpet samples shall be approximately 12"x12" and be accompanied by manufacturer's specifications covering construction of the carpeting and identified to the bidder.
- b. Bidder shall submit the manufacturer's carpet specifications, including an independent laboratory certification of flame spread or 75% or less, fuel contribution of 30 or less, and NBS smoke density of 450 or less flaming mode, and certify that all materials be relatively non-toxic when subjected to heat.
- c. Certifications must be on manufacturer's or independent laboratory's letterhead. If a bidder proposes to substitute any carpet or adhesive for the materials indicated, the following information must be provided on manufacturer's or independent laboratory's letterhead.

8. CARPET SYSTEM

- A. The material contents of the product.
- B. Identification and quantified amounts of substances that are listed on either
 1. the International Agency for Research on Cancer List of Chemical Carcinogens
 2. the Carcinogen List of the National Toxicology Program; or
 3. the Reproductive Toxin List of the Catalog of Teratogenic Agents
- C. Emission factors for VOCs contained in the product (mg/m²⊕hr.)
 4. Product TVOC emission factor (e.g., 1, 7, 30 days after manufacture for solid products such as carpet and 1, 4, 24, 48 hours for wet products such as adhesives) (mg/m²⊕hr.).
 5. The emissions test protocol used.
 6. The organization evaluating the product.
- D. Samples for Initial Selection Purposes: Submit manufacturer's standard size samples and color yarns showing full range of colors, textures and patterns available for each type of



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carpet required. Submit samples of full range of manufacturer's standard colors of transition strips and accessory items.

- E. Samples for Verification Purposes: Submit the following:
 - 1. 12" x 12" samples of each type of carpet material required.
 - 2. 6" long samples of each type exposed edge stripping and accessory items.
- F. Prepare samples from same material to be used for the work.
- G. Failure to submit required samples and specifications shall rule your **bid for each project** non-responsive and, therefore, may not be considered.

9. COLOR/PATTERN

- A. The prices shown must be based on the selection of one (1) pattern and of one (1) color.
- B. Color to be determined on a site by site basis.

10. REMOVAL OF CARPET ATTACHED TO ASBESTOS CONTAINING MATERIAL (ACM)

- A. When it is known, that the carpet is attached to ACM.
 - 1. The bidder shall carefully pull the carpet in such a way that the ACM does not become detached from the substrate and/or breaks into pieces. If the ACM becomes detached and/or breaks into pieces, the bidder shall immediately stop work and contact the BOARD's Environmental Office at 301-952-6500. The BOARD will evaluate the condition through a phone conversation or a visual inspection when necessary. When required, the job will be temporarily suspended until the proper arrangements can be made to have the ACM legally abated by a licensed asbestos abatement firm. If the job is temporarily suspended, the BOARD will arrange for the proper removal and disposal of the carpet and ACM. After that aspect is completed, the carpet installer will be notified to install the new carpet and the associated purchase order will be reduced by the amount previously determined to cover removal and disposal.
 - 2. The BOARD will not be responsible for any costs associated with any delays related to the above requirement.
 - 3. The bidder shall be liable for any clean-up charges affiliated with asbestos fiber release caused when the above listed conditions were not followed.
- B. When it is undetermined if the carpet is attached to ACM, the bidder shall assume that any relative vinyl or asphalt floor tile is ACM and handle it the same utilizing the methods listed.



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11. ASBESTOS

- A. This is to notify all Bidders of the existence of asbestos containing materials used in the Prince George's County Public Schools. Bidder's employees, including subcontractor, are prohibited from conducting any activities that can result in damage to asbestos containing material or in the release of asbestos fibers into the air. **The Prince George's County Public Schools has inspected all buildings per the Asbestos Hazard Emergency Response Act (AHERA) and maintains a management plan for each building that details the location and condition of all asbestos containing materials.** It is required that a responsible official of the successful Bidder's company visit the Prince George's County Public Schools Environmental Office to review and understand the management plan for the building(s) involved in this specification prior to bidding on any project. Access to the material is required. THE PROJECT SHALL NOT BE AWARDED UNTIL THIS REQUIREMENT IS MET.
- B. The BOARD recognizes that Bidder's may need to review the management plans and/or make a site visit to the school involved in the specification before submitting their bids. It is the Bidder's responsibility to arrange visit to review management plan. Bidder should call the Prince George's County Public School's Environmental Office at 301-952-6500 to plan for such actions.
- C. The Bidder shall be responsible for all asbestos removal within the work area and shall include in his bid all costs related to asbestos removal.
- D. It is the Bidder's responsibility to make his/her employees and all Subcontractor' employees aware of the existence and location of all asbestos containing material and to take appropriate action in accordance with all applicable federal, state and county guidelines whenever the Bidder has discovered any of the following conditions:
 1. Asbestos containing material in the work area that must be removed before the Bidder will be able to continue work.
 2. Asbestos containing material in the work area that has preexisting damage.
 3. Asbestos containing material in the Bidder's work area that is undamaged, but which may be affected by the Bidder's activity.
 4. Work performed by the Bidder has resulted in damage to asbestos containing material or otherwise has caused the release of asbestos fibers into the air.
- E. The BOARD reserves the right to back charge the Bidder for the actual cost of all measures required by the BOARD to correct asbestos damage or fiber release episodes that are the result of the Bidder's actions. The BOARD also reserves the right to conduct work in progress inspections at any time. The BOARD personnel conducting these inspections will have the authority to immediately stop work if they find work practices that result in damage to asbestos containing material or otherwise result in asbestos fiber release.



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12. INSPECTION

All work shall be subject to inspection and approval by the PGCPS designated representative to ensure that a high quality of work is performed. The PGCPS designated representative will stop the project work if all project specification requirements are not met. All corrections shall be completed as soon as the Board notifies the bidder at no additional cost to the Board.

13. UNFORESEEABLE CONDITIONS

Should an unforeseeable condition arise, the Bidder shall immediately contact the Building Service Representative for guidance and resolution of the matter while on site.

14. DAMAGE

Damage by the Bidder to any person or adjacent surfaces, shall be repaired and or compensated by the Bidder. If possible, the bidder shall rearrange or work around the unforeseeable condition if possible.

15. VANDALISM/THEFT

It shall be the sole responsibility of the Bidder to protect and safeguard materials and/or equipment. PGCPS shall not assume any responsibility for vandalism or theft of the bidder's materials, products, and/or equipment. The Bidder shall obtain permission from the PGCPS Building Services Supervisor or Designee before storing materials/equipment on PGCPS premises.

16. PROJECT IMPLEMENTATION TIMEFRAME

No work shall not commence prior to receipt of a Purchase Order or authorization to proceed has been given by the Procurement Department. The PGCPS Building Service Supervisor or its designee *may* authorize work to start prior to receipt of a Purchase Order only in the case of an emergency in order to meet critical timelines.

17. MATERIAL MARK UP

The Bidder may be required to provide materials to fulfill the requirements of the contract. If the Bidder provides materials, rental equipment, and/or subcontractor, the compensation will be based on the actual cost of the equipment rental and/or subcontractor and **shall not exceed a 10% markup**. With the exception of materials used in repairs, which will be based on the actual cost of the materials with a mark-up equal to the percentage provided on the cost bid form (Attachment A). Invoices, which include materials, and equipment rental, or subcontractor charges shall be accompanied by supplier's/subcontractor's original invoices to substantiate cost to Bidder. The Bidder shall make every attempt to obtain the lowest price for the materials and equipment rental equipment.

18. WARRANTY

The successful bidder shall provide a warranty of two (2) years for all work performed. During this time, the successful bidder shall, without undue delay, make any necessary adjustments, replacements or repairs, to the satisfaction of the Board, without additional costs. Warranty response time shall be 24 hours.



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The successful bidder shall provide a minimum ten (10) year full unconditional warranty, signed by the installing Bidder and the manufacturer (carpet mill) against wear, failure of static protection, delamination of secondary backing or edge ravel, and tuft bind pull as follows:

- a. Wear - Guarantee that the carpet will lose no more than 10% by weight of pile face fiber during the ten (10) year period commencing at the time of acceptance of the installed carpet.
- b. Static Protection - Guarantee that the carpet will give protection from static discharges in excess of 3.5 KV when tested under AATCC-134 at 70°F and 20% relative humidity.
- c. Backing Lamination - Guarantee that the secondary backing of the carpet will not delaminate during the ten (10) year period.
- d. Provide a ten- (10) year guarantee against edge ravel. Seams to be guaranteed by carpet manufacturer.
- e. Provide ten- (10) year guarantee to have minimum average tuft bind pull of 20 lbs., wet or dry when tested under ASTM D1355.
- f. Exclusions: Disfigurement or damage caused by the Owner when that damage does not arise out of a defect in the carpet is excluded.



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PART IV: BID EVALUATION AND AWARD

1. BID EVALUATION CRITERIA

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the Attachment A – Cost Bid Form.

The evaluation criteria include Bidder responsiveness, demonstration of capability to perform, price factors, and responsibility. The evaluation will be based on the process described herein.

2. BID AWARD

Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. The Board reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of the Board.

The Award of this contract will not be final and complete until after: (1) Bidder is active in iSupplier, (2) the Bidder submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (3) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

3. BIDDER RESPONSIBILITY

Only bids that are submitted via eMMA will be utilized during the evaluation process. Bids that are not submitted via this portal will be ruled non-responsive. No Bidder, including any of their representatives, subcontractors, affiliates and interested parties shall contact the technical lead or any person involved in the evaluation of the bids. All inquiries related to this procurement must be handled by the procurement 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 a Bidder from the procurement process.

4. EVALUATION PROCESS

The evaluation will be based on the process described herein. The Board reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Cancel an IFB and re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved.

IFB Bids are not opened publicly, but in the presence of at least two (2) Purchasing and Supply Services personnel. Once the bids are opened, the Buyer will prepare a Bid Tabulation document that summarizes the bids received. This document will be available for inspection after issuance of Notice of Award.



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The award will be issued without discussion to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the IFB, and is either the most favorable bid price or most favorable evaluated bid price. If for any reason, the bid cannot be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and is the most favorable evaluated bid price, the recommendation shall be approved by the Board prior to awarding the contract.



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PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Bids 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

Bids 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 bid as agent shall file satisfactory evidence of authorization to do so.

3. SAMPLES

Bidders *will be* required to submit samples of each product for **awarded projects** with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid 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.

Samples are required to be 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 bid submitted for the project.

4. BID PREPARATION FEES

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

5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of bid 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 bidder) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or bidder that their bid or bid will be rejected.



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- b) Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder 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:
 - 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 bid 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 bid 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 Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

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 Bid name and number.
- b) Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.



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- c) Failure of any Bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Bidder 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.

Bid 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 bid 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 bidder warrants that prices for the bid under this IFB 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 bidder/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e) Price adjustments from the bidder/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-BID MEETING

A pre-bid meeting will not be scheduled for this Solicitation



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12. PAYMENT TERMS

The Bidder 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 Bidder does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Bidder 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>

- a) The Minority Business Enterprise program is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure.
- b) 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 bid 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 bid 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 Bidders are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The bidder must also use the MBE's services to perform the contract. In addition, the bidder may not pay the MBE solely for the use of its name in the bid or proposal.

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



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16. CYBER LIABILITY INSURANCE

All Bidders 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.

17. LIQUIDATED DAMAGES

In the event the Award Bidder(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.

18. 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 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



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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

19. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

- 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 Bidder, including all copies thereof must be used by Bidder 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. Bidder 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. Bidders 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.

20. PROTECTION OF STUDENT RECORDS

Bidder 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 Bidder 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



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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 Bidder 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 Bidder or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Bidder 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 Bidder or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Bidder as a service provider to THE BOARD.

21. LEGAL COMPLIANCE

- a) It shall be the Bidder’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. Bidder 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, bidders 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 bidder and bidder’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 Bidder’s compliance with said legal requirements. Bidders’ 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 Bidder.
- d) In the event of conflict between this IFB and any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated



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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.

22. EPA COMPLIANCE

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

23. BONDING

- a) Bidder is not required to submit a Bid bond
- b) Bidders will be required to submit a Performance bond for each project at or over \$100,000. The Board reserves the right to request performance and labor bond for amount over or under \$100,000.00

PERFORMANCE AND LABOR BOND The successful respondent is required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the awarded project, of all phases of the contract to ensure the satisfactory completion of the work (COMAR 21.06.07.10). The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

24. 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.

25. BIDDER PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided. A copy of the evaluation will be provided upon receipt of request.



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PART VI: SPECIAL TERMS AND CONDITIONS

1. INVITATION FOR BID (IFB)

- a. **DIRECTIONS:** The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit bids to this IFB 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, "Vendor" will mean any reliable and interested broker, vendor, supplier, bidder, and/or manufacturer that wants to respond to this IFB.

2. GENERAL REQUIREMENTS

- a. **AUTHORIZED DEALERS:** If applicable, only authorized dealers may submit a bid 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 IFB 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 IFB, 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 bid 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



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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 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.



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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 sub-bidder(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 sub-bidder(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 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/bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid 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 Bidder(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 Bidder. 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 bidders are expected to comply with any



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and all Board Ethics Policies that may apply to them individually or as a business entity.

- All bidders 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 bidders 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 IFB. 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.
- 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 8:30 a.m. and 3:00 p.m. (or) to schools between 9:00 a.m. and 2:30 p.m.** 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



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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.

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



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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 bidders 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. 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.
- d. 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.
- e. 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.
- f. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

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.



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- 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 IFB 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

- a. **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).
- b. **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.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **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.



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- e. **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 bidders shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and 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 bidders.
- f. **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 Bidder or its employees, agents, or volunteers.
- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **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



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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.

- I. 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 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 bidder's control which prevent completion of service or delivery, the bidder must secure temporary contractual relief. The circumstances and duration must be stated by the bidder 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**



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APPENDIX A – BID AND ADDENDUM ACKNOWLEDGEMENT

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

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

In compliance with your invitation for bidders, 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 BIDDER 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 Bidder 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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ACKNOWLEDGMENT OF ADDENDA (when applicable)

The company/firm acknowledges the receipt of the following addenda for **IFB DBS056-23**. Bidder must sign below to acknowledge receipt for each Addendum. Bidders 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 REFERENCES

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

Bidders shall provide **three (3) references** with rendering services similar in size and scope to those in this IFB.

Bidder shall include references shall be based upon projects that have been **completed by the bidder within the last five (5) years.**

This description shall include:

Summary of the services offered including the number of years the Bidder provided these services; a) the Bidders' ability to manage similar contracts, b) the quality and breadth of services provided by the Bidder under similar contracts.

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

• Date(s) of services _____

• Contract Awarded Value: _____

• Describe Scope of Work Performed: _____

• Describe Size of Project (Qualitative or Quantitative) _____

• Describe Level of Complexity _____

Reference Contact Name & Title (must be available to validate information):

Email Address: _____



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Phone No: _____

APPENDIX C - NON-COLLUSION CERTIFICATE

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

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 IFB or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the IFB price or price bid of the bidder or Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within IFB 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 _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

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

X _____
Notary Public

My commission expires



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APPENDIX D - DEBARMENT AFFIDAVIT

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

_____ being first duly sworn deposes and that he is an officer in the _____ and the party making a certain proposal or IFB 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.

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

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

X _____
Notary Public

My commission expires



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APPENDIX E - ANTI-BRIBERY AFFIDAVIT

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

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 _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

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

X _____
Notary Public

My commission expires



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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

The successful bidder will be required to provide insurance coverage as shown in General Conditions of IFB 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 BID.

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 IFB is submitted may result in rejection of your IFB 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:

BIDDER NAME: _____

ADDRESS: _____

NAME OF 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



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APPENDIX G - FINANCIAL BID FORM

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

Company Name: _____

Address: _____

Phone Number: _____

TO: Board of Education of Prince George’s County

We propose to provide On-Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements 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 IFB DBS014-23.

Instructions:

Each vendor shall provide a fixed labor rate and material discount as listed on Attachment A – Cost Bid Form. Bidders must bid on all items listed. Prices shall be fixed for the contract term and option period.

The undersigned agrees to furnish all labor, materials, and services necessary to provide services 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)



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APPENDIX H - MBE FORM

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

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

Prime Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Number: _____

Ref Bid# _____

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

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

At the time of bid or bid for a State procurement contract of \$10,000 or more is submitted, the bidder or Bidder shall certify to the procurement officer that the bidder 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 bidder or Bidder is a vendor of tangible personal property, the bidder 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)



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APPENDIX J – CERTIFICATION OF COMPLIANCE

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

All Bidders, subcontractor 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 Bidder 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 subcontractor 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 Bidder, 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 Bidder 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 bidder 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 bidder, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractor, 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



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APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

IFB DBS056-23

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

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/bid/proposal 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 _____



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APPENDIX L – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING **IFB DBS056-23**

On Call Installation of Carpeting, Resilient Flooring, Accessories, and Replacements

Bidder shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder 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) Bidders. 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) Bidder 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 Bidder 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 Bidders (out of state).
- 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.