



# PURCHASING AND SUPPLY SERVICES

Keith Stewart | [keith.stewart@pgcps.org](mailto:keith.stewart@pgcps.org)

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

## REQUEST FOR PROPOSAL Educational & Facilities Condition Assessments

<b>ISSUED BY:</b>	The Department of Purchasing & Supply Services Construction Procurement
<b>RFP NUMBER:</b>	DCP006-24
<b>RELEASE DATE:</b>	October 12, 2023
<b>PRE-PROPOSAL CONFERENCE DATE:</b>	October 19, 2023 @ 10:00 A.M., EST.
<b>QUESTIONS DUE DATE:</b>	October 24, 2023 @ 10:00 A.M., EST.
<b>PROPOSAL DUE DATE:</b>	November 7, 2023 @ 2:00 P.M., EST.
<b>DIRECT INQUIRIES TO PROCUREMENT:</b>	Garland Anderson, Sr. Procurement Specialist <a href="mailto:dcp.procurement@pgcps.org">dcp.procurement@pgcps.org</a>

### To All Prospective Offerors:

Prince George's County Public Schools (PGCPS) is soliciting proposals from qualified vendors for **EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

A virtual pre-proposal conference will be held on October 19, 2023 @ 10:00 A.M., EST. via Zoom. See link below. Offeror's are encouraged to attend.

<https://www.google.com/url?q=https://pgcps-org.zoom.us/j/85322027546?pwd%3DeXFadDZ4ZWZxMFJjd3JOYlpBOG10Zz09&sa=D&source=calendar&ust=1696740257625675&usq=AOvVaw0IsmEYZclsyzfnuFMCR3le>

### Solicitation Documents may be obtained by:

- Download the solicitation by clicking on the provided link:  
<https://drive.google.com/drive/folders/1leGyUEQw0mXRpT4M5uUZT-YmebbuZVCn>
- Download the solicitation by accessing eMaryland Marketplace link: <https://ebidmarketplace.com/>

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

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



## TABLE OF CONTENTS

### Contents

- 1. PART I: INTRODUCTION AND BACKGROUND:..... 5
- 2. PURPOSE..... 5
- 3. SUMMARY OF SERVICES ..... 5
- 4. NON-EXCLUSIVE ..... 5
- 5. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS..... 5
- 6. PERIOD OF PERFORMANCE..... 6
- 7. OPTION TO EXTEND SERVICE..... 6
- 8. CONTRACT TYPE..... 6
- 9. CONTINUITY OF SERVICES..... 6
- 10. BONDING..... 7
- 11. POINT OF CONTACTS..... 7
- PART II: INSTRUCTIONS TO OFFERORS..... 8
  - 1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS..... 8
  - 2. PROPOSAL SCHEDULE..... 8
  - 3. PROPOSAL SUBMISSION REQUIREMENTS..... 8
  - 4. PROPOSAL MARKINGS..... 9
  - 5. PROPOSAL SUBMISSION LAYOUT..... 9
  - 6. BIDDER DELIVERY..... 9
  - 7. MINORITY BUSINESS ENTERPRISE (MBE)..... 10
  - 8. COST ROPOSAL..... 10
  - 9. APPENDICES..... 11
- PART III: SCOPE OF WORK..... 12
  - 1. INTRODUCTION..... 12
  - 2. BACKGROUND..... 12
  - 3. SCOPE OF WORK..... 12-15
- PART IV: PROPOSAL EVALUATION AND AWARD..... 15
  - 1. EVALUATION COMMITTEE..... 15
  - 2. EVALUATION PROCESS..... 15
  - 3. EVALUATION CRITERIA ..... 16
  - 4. PROPOSAL AWARD..... 17
- PART V: GENERAL TERMS AND CONDITIONS ..... 17



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

1. PARTNERSHIPS.....	17
2. CORPORATIONS .....	18
3. PROPOSAL PREPARATION FEES .....	18
4. RIGHT TO PROTEST .....	18
5. APPEAL OF CONTRACT AWARD DECISION:.....	18
6. COMMENCEMENT OF SERVICES .....	19
7. ADDENDA.....	19
8. STATEMENT OF CONFIDENTIALITY .....	19
9. TERM OF AGREEMENT .....	19
10. PRE-PROPOSAL MEETING .....	20
11. PAYMENT TERMS.....	20
12. MINORITY BUSINESS ENTERPRISE PROGRAM .....	20
13. LOCAL MBE INITIATIVE .....	21
14. MINORITY BUSINESS ENTERPRISE PROHIBITIONS .....	21
15. E- COMMERCE.....	21
16. CYBER LIABILITY INSURANCE .....	22
17. LIQUIDATED DAMAGES .....	21
18. FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS.....	21
19. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS.....	22
20. PROTECTION OF STUDENT RECORDS.....	23
21. LEGAL COMPLIANCE .....	23
22. EPA COMPLIANCE.....	24
23. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING .....	24
24. PERSONAL IDENTIFIABLE INFORMATION (PII).....	25
25. OFFEROR PERFORMANCE EVALUATION .....	25
PART VI: SPECIAL TERMS AND CONDITIONS .....	26
1. REQUEST FOR PROPOSAL .....	26
2. GENERAL REQUIREMENTS.....	26-27
3. PRICES .....	28
4. GUARANTEE AND WARRANTIES .....	29
5. ANNULMENTS AND RESERVATIONS.....	30
6. TERMINATION OF CONTRACT .....	30
7. GOVERNING LAW & VENUE .....	31



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

8. CONTRACT TERMS AND CONDITIONS.....	31-33
9.. CHANGES IN TERMS OR DELIVERY .....	33
APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT .....	34-35
APPENDIX B – PAST PERFORMANCE AND REFERENCES .....	36
APPENDIX C - NON-COLLUSION CERTIFICATE .....	37
APPENDIX D - DEBARMENT AFFIDAVIT.....	38
APPENDIX E - ANTI-BRIBERY AFFIDAVIT .....	39
APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE .....	40-42
APPENDIX G - FINANCIAL PROPOSAL TERMS .....	43
APPENDIX H - MBE FORM.....	44
APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION.....	45
APPENDIX J – CERTIFICATION OF COMPLIANCE.....	46-47
APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM.....	48
ATTACHMENT A – COST PROPOSAL FORM.....	49-50



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### 1. PART I: INTRODUCTION AND BACKGROUND:

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

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

### 2. PURPOSE

The Board of Education of Prince George's County (The Board) is issuing this Request for Proposal (RFP) to provide **EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS** as defined in Part III, Scope of Work. These services are to be performed principally for the Department of Capital Improvement Program; however, other Departments within the Prince George's County Public School system.

### 3. SUMMARY OF SERVICES

PGCPS is seeking qualified contractor(s) to provide an Educational & Facilities Condition Assessments in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements in accordance with all specifications, terms and conditions as provided in the solicitation.

### 4. NON-EXCLUSIVE

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

### 5. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

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

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



*Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”*

## 6. PERIOD OF PERFORMANCE

The Contract Period shall be an Eighteen (18) month contract from Notice to Proceed.

### 6.1 Delays and Time Extensions

A time extension shall be the sole remedy for delays or suspensions or inefficiencies caused by or attributable to the Offeror, even if said delays or suspensions are the result of the following:

- A kind not contemplated by either of the parties;
- Amounted to an abandonment of the Offeror, or
- Caused by active interference.

PGCPS shall have the right, at any time and for any reason to delay or suspend the whole or any part of the Work herein without incurring liability therefore. **There shall be no damages for delay. in bold AND IN CAPITALS in his/her sub-contracts as noted above:**

**“No Damage for Delay- A time extension shall be the sole remedy for delays or suspensions or inefficiencies caused by or attributable to PGCPS or Contractor, even if said delays or suspensions are the result of the following:**

- **A kind not contemplated by the parties;**
- **Amounted to an abandonment of the Contract or Subcontract,**
- **Caused by active interference.**

**PGCPS shall have the right, at any time and for any reason, to delay or suspend the whole or any part of the Work herein without incurring liability. The Offeror(s) agrees that it shall be a material obligation for it to include the following language. There shall be no damages for delay.”**

## 7. OPTION TO EXTEND SERVICE

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

## 8. CONTRACT TYPE

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

## 9. CONTINUITY OF SERVICES

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



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### 10. BONDING

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

#### A. BID BOND

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

#### B. PERFORMANCE AND LABOR BOND

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

### 11. POINT OF CONTACTS

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

#### PROCUREMENT CONTACTS

Garland Anderson  
Senior Procurement Specialist  
Phone Number: 301-952-6725  
Email: [garland.anderson@pgcps.org](mailto:garland.anderson@pgcps.org)

#### TECHNICAL CONTACT

Project Manager: Dawn Holton, P.E  
Mechanical Engineer



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## PART II: INSTRUCTIONS TO OFFERORS

### 1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

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

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

### 2. PROPOSAL SCHEDULE

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

	Solicitation Milestones	Milestone Date
1	Issue RFP Solicitation	October 12, 2023
2	Pre-Proposal Conference Date and Time	October 19, 2023 @ 10:00 A.M. EST
3	Questions Due Date and Time	October 24, 2023 @ 10:00 P.M. EST
4	Proposal Due Date and Time	November 7, 2023 @ 2:00 P.M. EST.
5	Notice of Award	December 2023
6	Notice to proceed	TBD

### 3. PROPOSAL SUBMISSION REQUIREMENTS

In order to be eligible, Proposals must be received via [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) or, eMaryland Marketplace no later than November 7, 2023 @ 2:00 P.M. EST. The Proposal shall consist of the required documentation for each volume as identified. Offerors shall retain one (1) original copy of the Proposal for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

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





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### 4. PROPOSAL MARKINGS

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

### 5. PROPOSAL SUBMISSION LAYOUT

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

#### GENERAL FORMAT FOUR-PART SUBMISSION

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

### 6. BIDDER DELIVERY

The bidder shall deliver their Proposal electronically via [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) as noted below.

#### A. VOLUME I – TECHNICAL PROPOSAL

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

##### 1) **TAB A – TRANSMITTAL LETTER**

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

- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors' Federal Tax Identification Number or Social Security Number.
- c) The Offerors' PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at <https://www.pgcps.org/offices/purchasing/isupplier>



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- d) A brief statement of the Offerors' understanding of the work to be done, the commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

### 2) TAB B – LEGAL CLAIMS

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

### 3) TAB C – EXPERIENCE AND CAPABILITIES

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

## B. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE)

Offerors shall submit MBE information under the Volume IV - Appendices folder in a separate file, titled as such. A **MBE goal of 30%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. Minority Businesses included in the Proposal package at time of opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

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

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

## C. VOLUME III – COST PROPOSAL

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

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

- 1) Offerors shall provide a detail Cost Proposal for each deliverable in excel format. The total cost for each deliverable shall be putted on the provided Cost Proposal Form. Do not amend, alter, or leave blank any items on the Proposal Form or include additional clarifying or contingent language on or attached to the Proposal Form. Items or costs required to



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provide the services and deliverables as proposed, but not identified will be the sole responsibility of the Offeror.

- 2) The Offeror shall demonstrate its financial stability. The Offeror shall include a fiscal integrity / financial statement for the last two calendar years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements.

### A. VOLUME IV - Appendices

Offerors shall submit the Appendices electronically via [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) or eMaryland Marketplace under the Technical Proposal folder in a separate file, titled as such. The Offeror shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as one file and delivered under Volume IV.**

- Appendix A – Proposal and Addendum Acknowledgement
- Appendix B – Past Performance and References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Proposal Form
- Appendix H – MBE Form 3325 plus Attachments 1-6
- Appendix I – Certificate State of Maryland Tax Certification
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form

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

END OF SECTION



## **PART III: SCOPE OF WORK**

### **EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

#### **1. INTRODUCTION**

Prince George's County Public Schools is soliciting proposals from experienced companies to implement a Key Facilities Indicators process to assess facilities and conduct facility assessments at 46 Schools – Cycle 2 (phase one assessment), 47 Schools – Cycle 3, and 38-Schools Cycle 4 (phase two assessment) with focus on deferred infrastructure maintenance, indoor environmental conditions.

#### **2. BACKGROUND**

Prince George's County Public Schools (PGCPS) is one of the nation's 25<sup>th</sup> largest school districts with an enrollment of 132,000 students in 208 schools. All schools range in age; however, most were constructed prior to 1970. With the exception of buildings that were part of the recent Capital Improvement Plan, the majority of schools have maintained their original design.

Prince George's County Public Schools (PGCPS) is in the process of revising its approach to capital planning to both ensure our Capital Improvements Program (CIP) leverages available funding for maximum impact and efficiency, as well as remains flexible to appropriately respond to conditions in our student population, our facilities, and our community over time. A key component to this approach is to implement a KFI process to assess our facilities and compile current and relevant data on the conditions of our facilities, with a focus on key areas of the built environment that impact learning and the overall student experience.

#### **3. SCOPE OF WORK**

**3.1** The Phase One assessment will include 30 Elementary Schools, 4 Middle Schools, 6 High Schools, 2 Early Childcare Centers (ECC), and 4 Specialty Schools. Phase Two will include 54 Elementary Schools, 12 Middle Schools, 12 High Schools, 1 Early Childcare Center (ECC), and 6 Specialty Schools. Attached is a list of each school included and a notes section explaining the relative needs of each facility. These buildings were selected due to their late delivery dates for modernizations or renovations in the current EFMP and lack of renovation work executed thus far. The current state of the facilities and/or infrastructure would not warrant deferral to the currently planned dates.

**3.2** Prior to initiating a comprehensive building assessment for the entire facility inventory, a pilot assessment program should be conducted with an elementary, middle and high school. The results should be shared with all stakeholders and decisions on deliverables should be discussed.

**3.3** Provide a user-friendly, web accessible Facilities Condition and Educational Facilities Assessment in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements. It also should be organized into nine (9) weighted categories that the IAC has recently developed to measure facility condition and educational sufficiency.



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**3.4** Prince George's County Public Schools (PGCPS) will provide a standard prototypical educational specification for elementary, middle, and high schools. These educational specifications will be considered a baseline that will be adjusted for larger and smaller schools.

**3.5** Projected enrollment for each facility will be considered in the proposed capital improvement ranking.

**3.6** Provide a report utilizing Microsoft Suite database such as Access, which allows future updates by Prince George's County Public School staff. The data must be compiled, so that it can be easily formatted to be exported in a standard Capital Planning Software to be determined by the Department of Capital Programs of Prince George's County Schools under a separate contract. How the Capital Forecasting module in SchoolDude, a data-gathering platform the school system is already using should also be explored.

**3.7** The results of this assessment will inform the FY 2027 Education Facilities Master Plan, which informs the 6-six year capital program and beyond. This is due to the Board of Education for approval in July 2025 and must be submitted to the State by August 2026. The capital program beyond six years should indicate a logical sequence of capital projects based on the ranking of the facility and educational needs.

### **3.8 Assessment**

**3.8.1** Assemble and review As-Built drawing information for each facility. Compare this as-built information with the baseline educational specifications for the elementary, middle and high schools as stated in the "Objectives" section. Also, use the scope study and design documentation information that was already approved by the Board of Education for various future capital projects to make capital recommendations within the final building assessment report. This assessment will include a facility condition ranking that will identify specific building components and systems such as structural, exterior, interior, mechanical, electrical and plumbing. This condition assessment will identify any and all major code violations, or life safety issues (structural failure) which need immediate attention. In addition, this assessment will include potential program deficiencies as concluded with the educational specifications and recent scope studies and design documentation. The site plans for each facility will be reviewed to identify site elements as it relates to the educational program.

**3.8.2** This assessment will include a detailed walkthrough of each facility to verify general conditions and to identify physical building elements as well as program deficiencies that negatively impact the ability to deliver the education program.

**3.8.3** Compile outstanding Building Services work order information for each facility to incorporate in final improvement recommendations.

**3.8.4** Conduct academic and facility interviews at each facility with the administration to include Building Supervisors, Principals, Assistant Principals and other pertinent staff from Building Services to identify operational concerns affecting energy efficiencies in addition to educational program delivery.

**3.8.5** Compile energy usage information for each facility comparing it with sustainability standards for LEED as it relates to a minimum Silver Rating.

**3.8.6** Use the latest enrollment projection information to illustrate the projected utilization of each facility.

**3.8.7** Bus volume for each site will be provided to determine site efficiencies for each facility.



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**3.8.8** Provide all facility assessment results in a format that can be easily uploaded in the “Capital Planning” software with a third party vendor under a separate contract. If planning software is available prior to the time the building assessments are completed, it is the responsibility of this consultant to upload this data into the software and make sure this data matches the information contained in the final building assessment.

### **3.9 Analysis**

**3.9.1** Perform detailed Life Cycle Cost (LCC) and utilization analysis for each building.

**3.9.2** Perform Educational Sufficiency and Facility Adequacy analysis for each building.

**3.9.3** Compile academic and facility interviews and survey information.

**3.9.4** Align these analyses with baseline population and academic models.

**3.9.5** Make multiple comprehensive facility recommendations for entire replacement or modernization along with estimated construction cost scenarios based on the State, Interagency Commission on School Construction (IAC) funding procedures and regulations.

**3.9.6** Make systemic facility recommendations for individual projects for each facility in sequence order of importance with estimated construction cost scenarios based on the State, Interagency Commission on School Construction (IAC) funding procedures and regulations.

**3.9.7** All proposed project recommendations should be aligned with LEED considerations regarding sustainability and performance goals. These final strategies should be at the core of the design and construction approach. For total proposed comprehensive facility recommendations, the equivalent of a LEED Silver (IV) certification is preferred.

**3.9.8** Recommend long range Master Plan configurations based on projected demographic trends in conjunction with Educational Sufficiency and Facility Adequacy.

**3.9.9** Recommend long-range Master Plan “Triggers” that will change the proposed building assessment recommendations.

### **3.10 Communication**

**3.10.1** Present to the Facility Advisory Committee regarding the results of the pilot facilities’ assessment and how this will be implemented comprehensively through the school system.

**3.10.2** Present to the Board of Education at a work-session meeting describing the pilot building assessment results and discuss some of the feedback received from the stakeholders.

**3.10.3** Present final proposed comprehensive facilities assessment to the Department of Capital Programs to explain the goals, objects, tools and format that will be used to complete the facilities assessment and the translation into the long-range Educational Facilities Master Plan.

**3.10.4** Prepare final draft comprehensive facilities assessment plan results into the agreed upon deliverable format.

**3.10.5** Present final comprehensive facilities assessment to the Facility Advisory Committee.



## PURCHASING AND SUPPLY SERVICES

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**3.10.6** Work with Department of Capital Programs to ensure that the final comprehensive facilities assessment is uploaded to the Prince George's County Public Schools website.

### **3.11 Phase 1 Deliverables**

**3.11.1** The Phase One assessment will include:

a) Prior to initiating a comprehensive building assessment for the entire facility inventory, a pilot assessment program should be conducted. The results should be shared with all stakeholders and decisions on deliverables should be discussed.

b) Describe the specific tasks your team will undertake to complete Phase One of the study. Develop a schedule (duration) for study implementation that includes review and feedback from PGCPS.

c) Provide a Facilities Condition and Educational Facilities Assessment in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements. It also should be organized into nine (9) weighted categories that the IAC has recently developed to measure facility condition and educational sufficiency.

d) Work with PGCPS to determine the best format and layout for ranking facilities in the Facilities Condition and Educational Facilities Assessment

### **3.12 Phase 2 Deliverables**

**3.12.1** Same as above for schools designated in Phase 1

## **PART IV: PROPOSAL EVALUATION AND AWARD**

### **1. EVALUATION COMMITTEE**

Only proposals that are submitted via [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

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

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

### **2. EVALUATION PROCESS**

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the



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Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.

- a. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offerors' technical proposal.
- b. The cost proposal of each qualified proposal will be evaluated following the completion of the technical evaluations in order to establish a financial ranking of the proposals from lowest to highest.
- c. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- d. Based on the results of the evaluation, the highest rated offeror(s) *may be* invited by the Director of Purchasing to make oral presentations to the Committee. The Committee will then conduct final evaluation of the proposals.
- e. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- f. Should the Committee determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

### 3. EDUCATIONAL & FACILITIES CONDITION ASSESSMENT EVALUATION CRITERIA

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

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

- Technical Evaluation Criterion No. 1 - Understanding the Project: 10 points Maximum
  - Respondent demonstrated its complete understanding of the project.
- Technical Evaluation Criterion No. 2 - Technical Approach: 15 points Maximum
  - Respondents fully describe its technical approach to completing Facility Condition Assessments for the school district. Technical approach addressed each task outlined in the Scope of Work.
- Technical Evaluation Criterion No.3 - Experience and Qualifications: 40 points Maximum





## PURCHASING AND SUPPLY SERVICES

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- Respondent provided demonstrated evidence of experience conducting the tasks for the Facility Condition Assessment in all areas in the scope of work. Respondent shall provide demonstrated evidence of experience conducting Facility Condition Assessments in all areas in the scope of work.
- Respondent shall have knowledge of and experience with testing and developing facility recommendations in sequential order of importance for each facility, for replacements and/or modernizations with estimated construction cost scenarios based on the State, Interagency Commission on School Construction (IAC) funding procedures and regulations. Knowledge shall also include advising PGCPS of any limitations or difficulties that may be encountered.
- Experience making project recommendations aligned with LEED considerations regarding sustainability and performance goals.
- experience with long range Master Planning with the flexibility to change the proposed building assessment recommendations based on projected demographic trends in conjunction with Educational Sufficiency and Facility Adequacy.
- Technical Evaluation Criterion No. 4 – Capacity: 15 points Maximum
  - Respondent shall demonstrate its ability/intention to devote appropriate staff to this project in order to complete the work in accordance with the schedule provided.
- Technical Evaluation Criterion No. 5 - Past Performance and Experience: 20 points Maximum
  - Respondent shall provide customer references of at least five (5) similar projects of similar size, preferably for K-12 school districts of similar size to PGCPS.
- Cost Proposal – Pricing: 30 points Maximum

#### 4. PROPOSAL AWARD

**4.1** Each Proposal will be scored on a scale of zero (0) to one hundred thirty (130) points. A recommendation of award will be made to the offeror found to be the most advantageous and the best value to Prince George's County Public Schools considering technical and pricing requirements based on highest total points.

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

### **PART V: GENERAL TERMS AND CONDITIONS**

#### **1. PARTNERSHIPS**

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



## PURCHASING AND SUPPLY SERVICES

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### 2. CORPORATIONS

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

### 3. PROPOSAL PREPARATION FEES

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

### 4. RIGHT TO PROTEST

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

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

### 5. APPEAL OF CONTRACT AWARD DECISION:

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

- a. The Director of Purchasing shall issue a decision in writing. Any decision of a proposal award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- b. Any decision of a proposal award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- c. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.



## PURCHASING AND SUPPLY SERVICES

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- d. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e. The Offeror shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

### 6. 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.

### 7. ADDENDA

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

### 8. 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.

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

### 9. TERM OF AGREEMENT

The term of this contract shall be eighteen **(18) months**.

- a. The offeror warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.



## PURCHASING AND SUPPLY SERVICES

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

### 10. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for October 19, 2023 @ 10:00am EST via zoom.

### 11. PAYMENT TERMS

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

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

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



**13. 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.

**14. MINORITY BUSINESS ENTERPRISE PROHIBITIONS**

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

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

**15. E- COMMERCE**

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

**16. CYBER LIABILITY INSURANCE**

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

**17. LIQUIDATED DAMAGES**

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

**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



## PURCHASING AND SUPPLY SERVICES

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activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**

- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:
  - i. title of the project
  - ii. school/office
  - iii. solicitation number
  - iv. contract number; and
  - v. PGCPS representative/project manager

### 19. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

- 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.



## PURCHASING AND SUPPLY SERVICES

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- b. Any confidential information provided by THE BOARD to Offeror, including all copies thereof must be used by Offeror only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Offeror agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement or with the express consent of THE BOARD. Offerors may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

### **20. PROTECTION OF STUDENT RECORDS – NOT APPLICABLE**

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

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

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

### **21. LEGAL COMPLIANCE**

- a. It shall be the Offeror’s sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Offeror shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding



## PURCHASING AND SUPPLY SERVICES

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eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

- b. Specifically, offerors shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of offeror and offeror's subcontractor are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.
- c. The Board shall bear no responsibility for monitoring the Offeror's compliance with said legal requirements. Offerors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.
- d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

### 22. EPA COMPLIANCE

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

### 23. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

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

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





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

### **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. OFFEROR PERFORMANCE EVALUATION**

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

**END OF SECTION**



**PART VI: SPECIAL TERMS AND CONDITIONS**

**1. REQUEST FOR PROPOSAL**

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

**2. GENERAL REQUIREMENTS**

- a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. 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.
- c. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- d. AGGREGATE BIDS: Where provision is made on the cost proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- e. 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.



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- f. **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.
- g. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- h. **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- i. **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/offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Offeror(s) and this contract shall be binding only upon the principals signing such an



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agreement. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Offeror. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

j. **CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL**

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

### 3. PRICES

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

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



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### 5. ANNULMENTS AND RESERVATIONS

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

### 6. 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.



## PURCHASING AND SUPPLY SERVICES

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- 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.
- 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.

### 7. GOVERNING LAW & VENUE

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

### 8. CONTRACT TERMS AND CONDITIONS

- b. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- c. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Contract Number, Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Bid and/or Purchase Order.
- d. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.



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- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and offerors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and offerors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.
- h. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.





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m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

### 9. CHANGES IN TERMS OR DELIVERY

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

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

**END OF SECTION**



**PURCHASING AND SUPPLY SERVICES**

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**APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT**

DCP006-24

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

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

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

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

COMPANY: \_\_\_\_\_

dba: \_\_\_\_\_

REGISTERED MARYLAND OFFEROR NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

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

NAME (please print): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Offeror must sign below to acknowledge receipt for each Addendum. Offerors





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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**



**APPENDIX B – PAST PERFORMANCE AND REFERENCES**

**DCP006-24**

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

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

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

**RECENT/PAST PERFORMANCE REFERENCES**

**Client Name:** \_\_\_\_\_

• Date(s)of services \_\_\_\_\_

• Contract Awarded Value: \_\_\_\_\_

• Describe Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

• Describe Size of Project (Qualitative or Quantitative) \_\_\_\_\_

\_\_\_\_\_

• Describe Level of Complexity \_\_\_\_\_

\_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



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**APPENDIX C - NON-COLLUSION CERTIFICATE  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**DCP006-24**

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_ whose

address is \_\_\_\_\_ and

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

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

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

**Signature of:**

X \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires





**PURCHASING AND SUPPLY SERVICES**

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**APPENDIX D - DEBARMENT AFFIDAVIT  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**DCP006-24**

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

\_\_\_\_\_ being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal for RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George’s County:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**Signature of:**

**X** \_\_\_\_\_  
Offeror, if the offeror is an individual

**X** \_\_\_\_\_  
Partner, if the offeror is a partnership

**X** \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**X** \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires





**PURCHASING AND SUPPLY SERVICES**

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**APPENDIX E - ANTI-BRIBERY AFFIDAVIT  
(TO BE SUBMITTED WITH TECHNIAL PROPOSAL)  
DCP006-24**

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

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

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

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

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

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

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

**Signature of:**

X \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
Notary Public

\_\_\_\_\_ My commission expires



## PURCHASING AND SUPPLY SERVICES

Keith Stewart | [keith.stewart@pgcps.org](mailto:keith.stewart@pgcps.org)

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

### **APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE (TO BE SUBMITTED WITH TECHNICAL PROPOSAL) DCP006-24**

#### EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

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

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

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

This form must include the following clauses:

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





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

OFFEROR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

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

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



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

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

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

**Signature of:**

X \_\_\_\_\_  
(AUTHORIZED AGENT’S SIGNATURE)

X \_\_\_\_\_  
(DATE)

END OF APPENDIX F



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## APPENDIX G - FINANCIAL PROPOSAL TERMS (TO BE SUBMITTED WITH FINANCIAL PROPOSAL) DCP006-24

### EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

TO: Board of Education of Prince George’s County

We propose to establish and maintain an EDUCATIONAL & FACILITIES CONDITION ASSESSMENT SERVICES 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 DCP006-24.

#### Instructions:

Each offeror shall provide a breakout Cost Proposal for each deliverable in excel format and put cost on the provided Cost Proposal Form. Prices shall be fixed for the contract term.

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

#### Signature of:

X \_\_\_\_\_  
(AUTHORIZED AGENT’S SIGNATURE)

X \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(EMAIL)



**PURCHASING AND SUPPLY SERVICES**

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**APPENDIX H - MBE FORM**  
**(SUBMITTED WITH TECHNICAL PROPOASL)**  
**DCP006-24**

EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

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

Prime Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_  
\_\_\_\_\_

Ref  
Proposal# \_\_\_\_\_

**FOR LOCALLY BASED MINORITY USE ONLY**

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE \_\_\_ PGC MWE \_\_\_ MD MBE \_\_\_ MD MWE \_\_\_

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

P.G. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_



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## APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION

### DCP006-24

#### EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)



## PURCHASING AND SUPPLY SERVICES

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### **APPENDIX J – CERTIFICATION OF COMPLIANCE (SUBMITTED WITH TECHNICAL PROPOSAL) DCP006-24**

#### EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

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

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

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

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

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

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

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

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

Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force



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including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name and title of signatory \_\_\_\_\_

Print name of company \_\_\_\_\_

**END OF ATTACHMENT J**



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**APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM  
 DCP006-24**

**EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS**

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

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

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

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

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

Signature of Vendor Authorized Representative/Date \_\_\_\_\_

Printed Name of Vendor Authorized Representative \_\_\_\_\_





**PURCHASING AND SUPPLY SERVICES**

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**ATTACHMENT A**

**PHASE 1 & 2 COST PROPOSAL FORM**  
 (SUBMITTED WITH FINANCIAL PROPOSAL)

**DCP006-24**

EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

TO: Board of Education of Prince George’s County

We propose to provide services for EDUCATIONAL & FACILITIES CONDITION ASSESSMENT to the Board of Education of Prince George’s County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Respondent shall provide all-inclusive rates for the proposed project as follows:

Phase 1 Deliverables - Item Description	Cost
a) Prior to initiating a comprehensive building assessment for the entire facility inventory, a pilot assessment program should be conducted. The results should be shared with all stakeholders and decisions on deliverables should be discussed.	\$ _____
b) Describe the specific tasks your team will undertake to complete Phase One of the study. Develop a schedule (duration) for study implementation, that includes review and feedback from PGCPS.	\$ _____
c) Provide a Facilities Condition and Educational Facilities Assessment in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements. It also should be organized into nine (9) weighted categories that the IAC has recently developed to measure facility condition and educational sufficiency.	\$ _____
d) Work with PGCPS to determine the best format and layout for ranking facilities in the Facilities Condition and Educational Facilities Assessment	\$ _____
<b>Phase-1 Deliverables (a-d) Total Cost</b>	\$ _____



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**ATTACHMENT A**

**PHASE 1 & 2 COST PROPOSAL FORM**  
(SUBMITTED WITH FINANCIAL PROPOSAL)

**DCP006-24**

EDUCATIONAL & FACILITIES CONDITION ASSESSMENTS

Phase-2 Deliverables - Item Description	Cost
a) Prior to initiating a comprehensive building assessment for the entire facility inventory, a pilot assessment program should be conducted. The results should be shared with all stakeholders and decisions on deliverables should be discussed.	\$ _____
b) Describe the specific tasks your team will undertake to complete Phase One of the study. Develop a schedule (duration) for study implementation, that includes review and feedback from PGCPS.	\$ _____
c) Provide a Facilities Condition and Educational Facilities Assessment in a standardized format recognized as industry acceptable ranking each facility based on a rating system organizing the priority of the capital improvements. It also should be organized into nine (9) weighted categories that the IAC has recently developed to measure facility condition and educational sufficiency.	\$ _____
d) Work with PGCPS to determine the best format and layout for ranking facilities in the Facilities Condition and Educational Facilities Assessment	\$ _____
<b>Phase 2 Deliverables (a-d) Total Cost</b>	\$ _____
<b>Phase 1 &amp; 2 Proposal Total Cost</b>	\$ _____

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_