

# **PRINCE GEORGE'S COUNTY MARYLAND**

## **REQUEST FOR PROPOSALS**

**NO. S15-028**

### **CONTINUOUS BUSINESS PROCESS IMPROVEMENT STUDY FOR PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS**

**Special accommodations for persons with disabilities may be made by calling  
(301) 883-6400 or TDD: (301) 925-5167.**

**ISSUE DATE: April 7, 2015**

**PRE-PROPOSAL CONFERENCE: April 15, 2015**

**PROPOSAL CLOSING DATE: May 7, 2015**

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## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation for bid, purchase order or other award issued by the County Purchasing Agent, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Office of Central Services will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

### CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The bidder shall retain one copy for his files and submit one copy signed and sealed, in the envelope provided by the County.
2. **Late Bids:** Bids or proposals or amendments thereto must be received in the Contract Administration and Procurement Division office or other such location as designated herein not later than the scheduled time and date for bid opening, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening, or closing date for receipt of proposals, and is received in the Contract Administration and Procurement Division office prior to the scheduled bid opening time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** Bids, which are to be publicly opened, will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelopes must be firmly affixed to any other wrapper being used.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for 60 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the County or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the County.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
10. **Questions Re: Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. Inquiries received within five (5) days of the date set for the opening of bids will not be given consideration. Any interpretation made to

prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the County.

11. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid, and Contract form with an explanation as to why you are unable to bid on these requirements. Because of the large number of firms listed on the County's qualified list of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporations who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings.

12. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE COUNTY PURCHASING AGENT.

13. **Taxes:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K. Bulletin 73-1 issued by the State of Maryland's Comptroller of the Treasury which states in part that contractors and subcontractors who bid on jobs to construct realty for County governments must pay the retail sales tax on all materials, equipment and supplies purchased to complete their contract. Further, they must pay sales tax on rental tools and equipment used in connection with the contract. Equipment purchased by such contractors from out-of-state vendors is subject to the tax when brought to Maryland.

14. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.

15. **Competency of Bidders:** The County reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to Prince George's County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

16. **Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 32 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

offered. Failure to comply with this requirement may result in bid being declared non-responsive.

Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 32.

### BID DEPOSIT

**17. Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the County with an uncommitted balance equal to the bid shall be acceptable as surety. The County will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States, which is made payable to Prince George's County, Maryland. When computing amount of Bid for certified check purposes, do NOT deduct for trade-ins.

**18. Annual Bid Bonds:** Bidders who regularly do business with the County shall be permitted to file with the Contract Administration and Procurement Division an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$2,000.00. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

**19. Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to Prince George's County, Maryland, prepared on an approved form, as security for the faithful performance of his contract, within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his notification the required performance bond, shall forfeit to Prince George's County, Maryland, as liquidated damages their bid deposit.

**20. Samples:** The samples submitted by bidders on items which they have received an award may be retained by the County until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The County will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made.

Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

### SPECIFICATIONS

**21. Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

**22. Formal Specifications:** The bidder 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 specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications.

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

### AWARD

**23. Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the County to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder whose investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgement, experience and efficiency of the bidder.

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the County and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- f. The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the County, in debt on contract or is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

**24. Indemnity:** Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may in anywise accrue against the County in consequence of the granting of this contract of which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**25. Collusive Bidding:** The bidder certifies that his bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**26. Identical Bidding - Executive Order No. 10946:** All identical bids submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

**27. Conflict of Interest:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or

purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finders fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding one thousand dollars (\$1,000) or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by Prince George's County, Maryland.

**28. Statement of Ownership - CB 1-1992:** Each and every individual whether a sole proprietor, partnership, limited partnership, joint stock company, association, corporation or any other form of business entity responding to a bid solicitation shall provide a statement of the ownership and shall contain:

- a. A statement by the business entity or its authorized representative listing the name or names as well as the business and residence address of all those individuals having a ten percent (10%) financial interest in the business entity.
- b. A corporation shall file a statement listing the officers of the corporation, their business and residence addresses, the date of which they assumed their respective offices, a list of the current Board of Directors, their business and residence addresses as well as the date on which each Director assumed his office and the date of which his term shall expire.
- c. In addition to the requirement set forth in (a) above, a corporation must file a statement containing the names and residence addresses of those individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to, stocks of any type or class and serial maturity bonds of any type or class.
- d. Any statement filed pursuant to CB 1-1992 shall be valid for a period of one year from the date it is filed, provided that the information contained therein is updated as necessary upon the award of any subsequent contract.
- e. No contract shall be finally awarded unless there has been compliance with the provisions of this section.

**29. Bidders Qualification Statement:** Every person, upon submitting a bid proposal or other application for a contract with a public body, shall submit an affidavit stating to its best knowledge whether it or any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Section 16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Section 16-203.

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

30. **Brokering:** The County shall not contract with any broker unless brokering is a standard practice in the applicable industry with respect to which such contract relates or as provided by the waiver of the Purchasing Agent.

31. **Notice of Acceptance:** A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

32. **Tie Bids:** If two or more bids are equally qualified for award, the bid shall be awarded in the following order: Prince George's County based Minority Business Enterprise, Prince George's County based business, other Minority Business Enterprise, Maryland based business, and any other fair and equitable manner determined by the Purchasing Agent.

33. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the Purchasing Agent with a statement of unordered balances not less than ten days after the termination date of the contract.

34. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered.

35. **Protests:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening of bids. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

### CONTRACT PROVISIONS

36. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The County's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

37. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.

38. **Expiration of Contracts:** Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.
- b. Extended upon written authorization of the Purchasing Agent to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

39. **Subletting of Contract:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

40. **Default Remedies:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a County contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the County may reprocure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue or submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the County for any excess reprocurement costs incurred by the County as a result of the contractor's default. Excess reprocurement costs shall be defined as the difference between the defaulting contractors contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprocurement.

The contractor agrees by submitting a bid or proposal that such excess reprocurement costs may be recovered by the County by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the County, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the County or 4) legal action against the contractor.

41. **Termination For Convenience:** The performance of work under this contract may be terminated by the County within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

42. **Liability:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

43. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

44. **Non-Discrimination:** A contractor who is the recipient of County Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

45. **Guarantee:** Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the County are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County at least detrimental to the operation of County business.

46. **Placing of Orders:** Orders against contracts will be placed with the contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the Purchasing Agent, only after execution of a Blanket Purchase Order.

47. **Provision for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all County agencies and departments, bi-county agencies, in-county municipalities, the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

48. **Delinquent Tax Setoffs:** In the event that the contractor owes money to the County as a result of the entry of judgement, debt arising out of a contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the contractor by virtue of this or other contracts.

### DELIVERY PROVISIONS

49. **Responsibility for Materials Shipped:** The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection.

Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the County may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

50. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

51. **Time of Delivery:** Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays.

52. **Packing Slips or Delivery Tickets:** ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

The Purchase Order Number  
The Name of the Article and Stock Number (Supplier's)  
The Quantity Ordered  
The Quantity Shipped  
The Quantity Back Ordered  
The Name of the Contractor

Bidders are cautioned, that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

53. **General Guaranty:** Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

54. **Cartage:** No charge will be allowed for cartage on packages unless by special agreement, in writing, by the Purchasing Agent.

A) **Minority Business Enterprise** - A business enterprise which is at least fifty-one percent (51%) owned by one or more minority individuals, or in the case of a publicly-owned corporation, at least fifty-one percent (51%) of the stock is owned by one or more minority individuals, and whose general management and daily business affairs and production operations are controlled by one or more minority individuals and which has been certified by the Prince George's County Supplier Development & Diversity Division (SDDD).

For purposes of this solicitation and any subsequent contract award, a business enterprise shall be deemed a Certified Minority Business Enterprise, only upon the determination made by the Prince George's County Supplier Development & Diversity Division (SDDD) prior to the designated bid opening date and time.

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(B) **Minority Individuals** - African Americans (Black Americans), Hispanic Americans, Asian Americans, Females, Native Americans, Eskimos, Aleuts, Veterans and Service Disabled Veterans.

### GENERAL CONDITIONS

Pursuant to the provisions of CB 1-1992, the following conditions apply:

#### 1. Minority Business Enterprise - Bonus Point Calculations

In determining the lowest responsible and responsive bidder, the Purchasing Agent will adjust the bid price(s) submitted by a Prince George's County Based Minority Business Enterprise, or a non-resident Minority Business Enterprise, for the purpose of evaluation and award only, by reducing the bid price(s) of such firm(s) by application of bonus factors according to the following schedule:

(a) For contracts valued at one million dollars or less:

<u>Bid of Lowest Responsive Bidder</u>	<u>Minority Business Enterprise</u>	<u>County Based Minority Business Enterprise</u>
Factored by	.05	.10

(b) For contracts valued at greater than one million dollars:

<u>Bid of Lowest Responsive Bidder</u>	<u>Minority Business Enterprise</u>	<u>County Based Minority Business Enterprise</u>
Bid Price Subtracted by	\$50,000.00	\$100,000.00

#### 2. Mandatory Subcontracting to Minority Business Enterprises:

If indicated elsewhere in this solicitation that the contract is designated as requiring mandatory subcontracting to Certified Minority Business Enterprises, the following provisions apply to the solicitation:

(a) The percentage of the contract to be subcontracted shall be as specified elsewhere in the solicitation documents and shall not be less than that percentage of the total contract value unless the Purchasing Agent after consultation with the Supplier Development & Diversity Division (SDDD) determines that a contract containing the subcontract goal cannot be obtained at a reasonable price, and that the public interest will be served by permitting a lesser percentage to be subcontracted.

(b) The apparent successful bidder, in order to be deemed a responsible bidder, shall submit with the bid, a Minority Business Enterprise Utilization Plan, on the forms to be provided by the County.

(c) If a bidder is unable to achieve any or all of the specified subcontract goal for certified minority business enterprise participation, a waiver request may be submitted in conjunction with or in lieu of the Minority Business Enterprise Utilization Plan. The waiver request shall include the following:

(1) A detailed statement of the efforts made to select portions of the work proposed to be performed by Minority Business Enterprises in order to increase the likelihood of achieving the stated goal

(2) A detailed statement of the efforts made to contact and negotiate with minority business enterprises including

(A) The names, addresses, dates, and telephone numbers of Minority Business Enterprises contacted, and

(B) A description of the information provided to Minority Business Enterprises regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

(3) As to each Minority Business Enterprise that placed a subcontract quotation or offer which the bidder considered not to be acceptable, a detailed statement of the reasons for this conclusion; and

(4) A list of Minority Business Enterprise contractors found to be unavailable to perform under the contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the bidder that the Minority Business Enterprise participation goal is unable to be obtained at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

d. A bidder who fails to submit the information required under b) and c) above, with the bid, or whose named subcontractor, if currently not certified by the County, fails to become certified within 14 days after the bid opens, may be deemed to be not responsible, and the bid may be rejected.

e. If a County Certified Minority Business Enterprise is bidding as the prime contractor and certifies in writing that performance of the work under the contract, comprising at least 51% of the contract value will be accomplished by his/her own work force, the mandatory Minority Business Enterprise subcontract goal is waived.

#### 3. Restricted Bid

If indicated elsewhere in this solicitation that the bid is restricted to Certified Minority Business Enterprises, bids from Certified Minority Business Enterprises only will be accepted. The bidder must be certified prior to the time and date specified for bid opening. No award will be made under a "restricted" bid if the resultant low bid exceeds by fifteen percent (15%) the most recent unit price for the same or most recently comparable goods or services, unless the Supplier Development & Diversity Division (SDDD) determines that prices in the relevant market have, for all vendors, regardless of minority status, increased beyond fifteen percent (15%) since the last time similar goods or services were procured.



PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF CENTRAL SERVICES  
Supplier Development & Diversity Division (SDDD)



## THE SUPPLIER DIVERSITY PROGRAM

### **QUALIFICATION:**

Businesses that are at least 51% owned and controlled by minority individuals belonging to the following groups: African Americans (Black Americans); Hispanic Americans, Asian Americans, Native Americans, Veterans & Service Disabled Veterans, and Females qualify for the Supplier Diversity Program.

The Supplier Diversity Program in Prince George's County **requires** certification with either the Maryland Department of Transportation (**MDOT**), the Washington Metropolitan Area Transit Authority (**WMATA**), the Maryland-District of Columbia Minority Supplier Development Council (**MD-DC/MSDC**), the Department of Veterans Affairs (**VA**) or the Women Presidents' Education Organization (WPEO) and the completion of the County's **Vendor online Registration**.

To obtain **Diverse Supplier** certification in Prince George's County, please follow these two steps:

I- Register your company in the County at: [www.princegeorgescountymd.gov/sddd/  
Vendor online Registration](http://www.princegeorgescountymd.gov/sddd/Vendor%20online%20Registration)

II- Complete a **Minority Business Enterprise/Disadvantage Business Enterprise** (MBE/DBE) application with at least one of the following organizations:

- 1- The Maryland Department of Transportation (MDOT)  
1-800-544-6056/Website: [www.mdot.state.md.us](http://www.mdot.state.md.us)
- 2- The Washington Metropolitan Area Transit Authority (**WMATA**)  
(202) 962-2409/Website: [www.wmata.com](http://www.wmata.com)
- 3- The Maryland-District of Columbia Minority Supplier Development Council (**MD-DC/MSDC**)  
(301) 592-5860/Website: [www.mddccouncil.org](http://www.mddccouncil.org)
- 4- The Department of Veterans Affairs (**VA**)  
(202) 303-3260/Website: [www.va.gov](http://www.va.gov)
- 5- The Women Presidents' Education Organization (**WPEO**)  
(202) 595-2632/Website: [www.wpeo.us](http://www.wpeo.us)

Once your company is approved by **MDOT**, **WMATA**, **MD-DC/MSDC**, **VA** or **WPEO**, submit a copy of your MBE/DBE certification letter to the address listed below. Certification is valid for **one year only**. Re-certification notices are mailed (45) days prior to the expiration date of your certification.

Supplier Development & Diversity Division  
1400 McCormick Drive, Suite 281, Largo, MD 20774  
Telephone (301) 883-6480      Fax: (301) 883-6479

**PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF CENTRAL SERVICES  
Supplier Development & Diversity Division (SDDD)**

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)**

The County **DBE** program is designed to encourage and assist disadvantaged business enterprises to contract with the County for goods and services. This program operates in accordance with the US Department of Transportation Regulations, as set forth in 49 CFR Part 26.

**DBE CERTIFICATION:**

Any business claiming to be a "Disadvantaged Business" may obtain **DBE** certification in the County following these two steps:

- I- Register the company in the County at: [www.princegeorgescountymd.gov/sddd/  
MBE online Registration](http://www.princegeorgescountymd.gov/sddd/MBE%20online%20Registration)
- II- Apply and obtain DBE Certification with one of the following organizations:
  - 1- Maryland Department of Transportation (**MDOT**)
  - 2- Washington Metropolitan Area Transit Authority (**WMATA**)

Once the company is approved by **MDOT** or **WMATA**, submit a copy of the DBE Certification letter to the address listed below. Certification is valid for **one year only**. Re-certification notices are mailed (45) days prior to the expiration date of your certification.

Supplier Development & Diversity Division  
1400 McCormick Drive, Suite 281, Largo, MD 20774  
Telephone (301) 883-6480      Fax: (301) 883-6479

Certified DBEs are allowed to participate as "Disadvantaged" on **Federally funded projects ONLY**.

On any other BID or RFP, funded by the County or State, "Disadvantaged" business can participate as a regular business entity.

**COUNTY DIRECTORY**

The County Directory of Certified Diverse Businesses is a comprehensive list of more than 950 certified MBEs with Prince Georges County, classified by economic activity. The Directory is posted on the County website link: <http://www.princegeorgescountymd.gov/sddd/>

**SECTION I: INTRODUCTION****1.1 SUMMARY STATEMENT**

Prince George's County, Maryland (the County), Prince George's County Board of Education (the Board of Education), and Prince George's County Public Schools desires to contract with an independent Consultant for the performance of a Continuous Business Process Improvement Study (the Study) of the Prince George's County Public Schools (PGCPS). The Study will thoroughly review five divisions of PGCPS to outline processes and procedures that need to be improved to ensure effective and efficient operations. There is a 30% MBE subcontracting requirement.

A Proposal Analysis Group (PAG) will rank submitted proposals. The Committee will consider both technical qualifications and cost in the selection of a Contractor (the Consultant).

**1.2 PROPOSAL CLOSING DATE**

To be considered one (1) original and eight (8) copies of the "Technical Proposal" and one (1) original and eight (8) copies of the "Cost Proposal". The submittals shall be submitted in two (2) separately sealed packages clearly marked "RFP No. S15-028 Continuous Business Process Improvement Study" and identified as "Technical Proposal" or "Cost Proposal" along with the company name, address, contact person, and telephone number. The submittals must be received and time stamped at the Prince George's County Office of Central Services Contract Administration and Procurement Division by **no later than May 7, 2015 at 3:00pm** and be submitted to:

Margaret Bean, Buyer IV  
Office of Central Services  
Contract Administration and Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774

**Late proposals will not be considered.** Offeror's mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Administration and Procurement Division. Proposals arriving after the closing date and time will not be considered. The Technical Responses shall not be opened publicly. The Offeror's shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

The Cost Proposal shall be placed in a separately sealed envelope. Cost Proposals from only those Offeror's who achieve the minimum technical score of 70 will be opened. Those Offeror's failing to achieve the minimum technical score will be notified. Refer to Sections IV Proposal Submittals and Section V Evaluation and Selection Process for information concerning technical criteria and minimum technical points required.

**1.3 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference shall be held on April 15, 2015 at 10:00 a.m. in Suite 200, 1400 McCormick Drive, Largo, Maryland 20774. Attendance is not mandatory but is strongly recommended. While attendance is not mandatory, information presented may be very informative; therefore, all potential Contractors are encouraged to attend in order to enhance their understanding of the County's requirements and to prepare acceptable proposals.

**1.4 INQUIRIES**

Oral questions will not be considered. All questions and inquiries must be submitted in writing no later than close of business (5:00 p.m.) on April 17, 2015 to:

Contract and Administration and Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Phone Number: 301-883-6400  
Fax Number: 301-883-6440  
Email: mpbean@co.pg.md.us

Written answers shall be sent to all Contractors listed by the County as receiving a copy of this Request for Proposals (RFP).

**1.5 PROPOSAL ACCEPTANCE**

The County reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the County reserves the right to make multiple, whole, partial or no award at all.

**1.6 TERM OF CONTRACT**

The initial term of the contract shall be for one year from the date of contract execution and may be extended by mutual agreement of the parties for an additional agreed upon amount of time, subject to availability of funding.

**1.7 DURATION OF PROPOSAL OFFER**

Proposals are to be held valid for 180 days following the closing date for this Request for Proposals. This period may be extended by mutual written agreement between the Offeror and the County.

**1.8 NOTICE TO OFFEROR**

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to completely familiarize themselves with the requirements of the solicitation and specifications. Failure to do so shall **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration shall be granted for any

alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

## **SECTION II: GENERAL INFORMATION**

### **2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES**

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. The County shall not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

### **2.2 ADDENDA TO THE REQUEST FOR PROPOSALS**

If it becomes necessary to revise any part of this RFP, addenda shall be provided to all firms listed by the County as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

### **2.3 ORAL PRESENTATIONS**

The County reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the County's Proposal Analysis Group, and/or clarify their technical submittal.

### **2.4 TAX CERTIFICATION AND GOOD STANDING**

The Offeror shall be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a Corporation conducting business in Prince George's County or the State of Maryland, shall be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Contractor shall truthfully execute Form A, Tax Certification Affidavit (See Page 46) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven days of the County's Notice of Intent to Award.

### **2.5 TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION**

The Offeror shall, within seven calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service "IRS" Form W-9, Request for Tax Payer Identification Number and Certification. Contract award shall not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to Contractors by accessing the IRS website at [www.irs.gov](http://www.irs.gov).

All payees engaged in trade or business with the County are required to have on file with the County a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification". This applies to individuals, sole proprietors, partnerships, corporations, and

other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form W-8.

To assure accurate maintenance of your firm's status, the submission of the W-9 is required for each contract or purchase order executed by and between the County and its Contractors. If the term of the contract exceeds one year, the County may request periodic re-submission of the W-9. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

## **2.6 CONFIDENTIALITY/PROPRIETARY INFORMATION**

Offeror shall specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and shall provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Freedom of Information Act, 10-601 *et.seq.*, State Government Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offeror shall clearly indicate each and every page that is deemed to be confidential/proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal, in its entirety, with a proprietary statement).

## **2.7 ALLOWANCE OF IN-HOUSE WORK**

No section or portion of this RFP or the Agreement shall be construed or interpreted to preclude the County from accomplishing any task or undertaking of any operation or project utilizing its own work force.

## **2.8 WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the fixed time for closing of the proposals.

## **2.9 SUPPLIER DEVELOPMENT & DIVERSITY DIVISION**

For the purpose of this bid solicitation and any subsequent contract award, a vendor shall be deemed a certified MBE only upon the prior determination made by the Prince George's County's Supplier Development & Diversity Division. Instructions for qualifying under this program are provided in this document or by contacting the SDDD at 301-883-6480.

It is the Policy of Prince George's County, Maryland, that Minority Business Enterprises (MBE's) as defined in Section 10A-101(a) (26) and Section 10A-101(a)(27) of the Prince George's County Code shall have the maximum opportunity to participate as Contractors or Sub-Contractors in the provision of goods and services.

It shall be the continuing obligation of the Contractor to maintain its status as a certified minority business enterprise (MBEs) or to maintain the required subcontracting percentages with certified MBEs, whichever may be applicable, throughout the basic term of this Contract or any extension thereof.

**2.10 MINORITY BUSINESS OPPORTUNITIES PROGAM**

Pursuant to the provisions of Section 10A-136 of the County Code, the Purchasing Agent for the County require that at least thirty percent (30%) of the total dollar value of this contract be awarded directly or indirectly to County based minority business enterprises or minority business enterprises. Vendors are encouraged to review the statute and incorporate the provisions of Section 10A-136 of the County Code into their proposal, calculations, and pricing.

**2.11 COUNTY- BASED BUSINESS PARTICIPATION**

Pursuant to the provisions of Sections 10A-160 of the County Code, the Purchasing Agent shall apply a preference to the bid or proposal submitted by a County based vendor or a proposal that includes county based businesses. Vendors are encouraged to review the statute and incorporate the provisions of Section 10A-160 into their proposal, calculations, and pricing.

Pursuant to the provisions of Section 10A-161 of the County Code, County based business participation is required for any procurement that is greater than One Hundred Thousand (\$100,000.00) in total value for which a County agency or the County government secures competitive bids proposals, including but not limited to, competitive bids secured pursuant to Section 10A-112 or competitive proposals pursuant to Section 10A-113, the Purchasing Agent requires the following:

- (1) At least forty percent (40%) certified County-based business participation; provided, that the costs of materials, goods, and supplies shall not be counted towards the 40% participation requirement, unless such materials, goods and supplies are purchased from a County based businesses; and
- (2) A bid or proposal responding to a solicitation shall be deemed nonresponsive and shall be rejected by the Purchasing agent if it fails to meet the forty percent (40%) minimum certified County-based business participation requirement in paragraph (1) of this section subsection, unless the participation requirement is waived and adjusted pursuant to subsection (b) of this section.

If the Purchasing Agent determines that there are insufficient responsible County-based businesses to completely fulfill the requirement of Paragraph (1) for a particular procurement OR if the requirement would result in the loss of federal or state funds or grants, the Purchasing Agent may waive the requirement and adjust the minimum participation percentage, subject to the approval of the County Executive.

Failure to apply the applicable provisions of section 10A-160 and this section to procurement award, subject to the waivers and adjustments authorized by this Division, shall render the procurement award and/or contract or agreement void.

On a case by case basis, any procurement subject to the requirements of this section, the Purchasing Agent may require more than forty percent (40%) certified County-based business participation if the Purchasing agent determines that there are a sufficient number of County-based businesses to justify a higher certified County-based business participation requirement.

**2.12 ENFORCEMENT OF COUNTY-BASED BUSINESS ASSISTANCE**

Pursuant to the provisions of Section 10A-164, for the entire duration of the procurement contract or agreement, any vendor given a County-based business preference under Section 10A-160 or subject to the County-based business participation requirements under Section 10A-161 shall maintain no less than the percentage of certified County-based business participation or certified County-based small business participation stated in the winning bid or proposal. At the discretion of the Purchasing Agent, failure to comply with this Section may subject any vendor given a business preference under Section 10A-161 to a penalty, to include monetary fines of up to five percent (5%) of the value of the contract for each violation, or a cancellation of the contract or agreement.

(1) Any vendor given a County-based business preference under Section 10A-160 or subject to the County-based business participation requirements under Section 10A-161 shall submit a quarterly report within thirty (30) calendar days after the end of each quarter to the Purchasing Agent, the County Auditor, and a compliance manager designated by the County Council that provides:

- The percentage and U.S. dollar value of certified County-based business participation and certified County-based small business participation in the most recent 3 month period, including reporting the percentage and U.S. dollar value of certified County-based business participation and certified County-based small business participation for the period from the beginning of the calendar year to the reporting date;
- The name and principal place of operation of each business receiving payment under the procurement in the most recent 3 month period, including the U.S. dollar value and percentage of the total contract dollars paid in the most recent 3 month period to each business; and
- The expected percentage and U.S. dollar value of certified County-based business participation and certified County-based small business participation in the next 12 month period.

At the discretion of the Purchasing Agent or the County Auditor, any vendor given a County-based business preference under Section 10A-160 or subject to the County-based business participation requirements of Section 10A-161 shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance with this Section upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendor.

**2.13 WAIVER OF COUNTY-BASED BUSINESS PARTICIPATION**

Pursuant to the provisions of Section 10A-164(a)(1) and (e) of the County Code, a vendor may request a waiver of the requirements of County based business participation. On a case by case basis, such a waiver request may be granted, if "best efforts" by the vendor to comply have been demonstrated as prescribed in Subsection (e).

**2.14 SUBCONTRACTING**

Any person undertaking a part of the work under the terms of the Agreement, by virtue of any agreement with the Contractor, shall receive approval of the Purchasing Agent prior to any such undertaking. In the event the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects to the provisions specified for the Contractor. The Contractor shall, however, remain fully liable and responsible for the work done by their subcontractors. The County may terminate the Contract if the subcontracting is done without the Purchasing Agent's prior approval.

**2.15 EVIDENCE OF SUBCONTRACTING**

Pursuant to the provisions of Section 10A-111 (c) of the County Code, the selected Contractor is required to submit to the County copies of executed subcontracts as a condition of the County executing the Contract with the Contractor. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract shall be disclosed within the proposal.

**2.16 PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated by the Contractor, the Contractor agrees when submitting its proposal that it shall make available to all County agencies and departments, bi-County agencies, and in-County municipalities, the resulting Agreement in accordance with its terms and conditions, should any said department or agency wish to buy under this proposal.

**2.17 FORMATION OF AGREEMENT WITH SUCCESSFUL CONTRACTOR**

The Agreement to be negotiated as a result of this RFP (the "Contract") shall be by and between the Contractor as Contractor and the County, and shall contain provisions included in this RFP. By submitting a proposal in response to the RFP, the Contractor accepts the terms and conditions set forth herein.

**2.18 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS**

Contractors are required to submit with their proposal certain certifications, affirmations, and affidavits. These forms, which should be completed by all Contractors, are included in this RFP.

**SECTION III: SCOPE AND REQUIREMENTS****3.1 BACKGROUND**

Prince George's County Public Schools (PGCPS) is the nation's 19th largest school district and the second largest in the State of Maryland. The district serves a diverse student population from urban, suburban and rural communities within Prince Georges County, MD and has 207 schools, approximately 125,000 students and over 23,000 employees. The school system, headquartered in Upper Marlboro, MD is overseen by the Maryland State Department of Education. Dr. Kevin Maxwell is the Chief Executive Officer (CEO) and there are 14 members on the Board of Education.

The operating budget for the school system's general fund for FY2014 was \$1.688 billion. Local and state revenues provide the majority of revenues for support, comprising 37% and 56% respectively.

PGCPS strives to be "Great By Choice" through the achievement of the single goal of outstanding academic achievement for all students. The mission of the school system is to advance the achievement of its diverse student body through community engagement, sound policy governance, accountability, and fiscal responsibility. This mission is to be achieved by monitoring progress in the following focus areas: Academic Excellence, High Performing Workforce, Safe and Supportive Environments, Family and Community Engagement and Organizational Effectiveness. PGCPS has been recognized for its innovative programs and initiatives, including the expansion of Advanced Placement courses and partnerships with businesses and institutions of higher learning. The school system also offers a variety of specialized programs and charter schools.

The Maryland State Office of Legislative Audits (OLA) conducted an audit of financial management practices of PGCPS in accordance with the requirements of the State Government Article, Section 2-1220(e) of the Annotated Code of Maryland. The objectives of the audit were to evaluate whether PGCPS procedures and controls were effective in accounting for and safeguarding its assets and whether its policies provided for efficient use of financial resources. The *Financial Management Practices Audit Report* dated February 19, 2014 included 23 findings and management responses for the following processes: Revenue and Billing Cycle, Procurement and Disbursement Cycle, Human Resources and Payroll, Inventory Control and Accountability, Information Technology, Facilities Construction, Renovation and Maintenance, Transportation Services, School Board Oversight, and Other Financial Controls. This report can be found on the web at <http://www.ola.state.md.us/Reports/Schools/PGCPS14.pdf>.

Dr. Maxwell began his tenure as CEO on August 1, 2013. As part of his entry plan, Dr. Maxwell formed a Transition Team to conduct a thorough review of the school system with objectives to determine the needs of the school district and to identify the appropriate next steps as it relates to key areas of school operations. *The Great By Choice: Transition Team Report* contained

**3.1 BACKGROUND (continued)**

recommendations focused on four critical areas: Communications and Community Engagement, Teaching and Learning, Operations and Finance, and Organizational Efficiency and Effectiveness. The report can be found on the web at: <http://www1.pgcps.org/transitionreport>.

**3.2 MINIMUM REQUIREMENTS**

The Contractor should have experience in conducting performance studies of local educational agencies, education related studies, delivery of education related consultancy services, and/or execution of audits in K-12 school districts. Experience in working with larger school districts (75,000 students or more) is preferred.

The Contractor should have a proven record of successful contract execution with other local jurisdictions, federal or state agencies to include adequate staff to perform the required services.

The Contractor must have clearly identified use of subcontractors and any third party service providers and their scope of work.

**3.3 SCOPE OF WORK**

Prince George's County, Maryland, seeks a highly qualified consultant to conduct a comprehensive performance assessment of the operations of five (5) divisions of the Prince George's County Public Schools: Human Resources Division, Curriculum and Instruction Division, Supporting Services Division, Business and Management Services Division, and Information Technology Division (see the attached organization chart at Attachment L). The consultant must:

1. Conduct a comprehensive performance assessment for each division.
2. Address specific findings, recommendations and corrective actions included in the *Financial Management Practices Audit Report* released by the Office of Legislative Audits (OLA), Department of Legislative Services, Maryland General Assembly<sup>1</sup> and the *Great By Choice: Transition Team Report* prepared by the Prince George's County Public Schools<sup>2</sup> by evaluating:
  - a. To what extent the recommended corrective actions have been implemented?
  - b. To what extent implemented/recommended corrective actions are reflective of known best practices?
  - c. What additional improvements should be implemented to improve the efficiency and effectiveness of operations and services?
  - d. What would it take to implement the recommendations (fiscal and other resources, managerial oversight, accountability, etc.)?

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1 <http://www.ola.state.md.us/Reports/Schools/PGCPS14.pdf>

2 <http://www1.pgcps.org/transitionreport>

### 3.3 **SCOPE OF WORK (continued)**

Recommendations should be accompanied by a clearly presented implementation strategy with a timeline; fiscal impact evaluation; and specification of anticipated operational impact once recommendations are executed.

The following specific issues, organized by Division, should be addressed in the Study:

#### **I. Human Resources**

##### **a. HR technology utilization**

1. Analyze the extent to which the following recommendations have been completed and/or implemented?
  - *Transition Team Report Operations & Finance Recommendation #2:*
    - Complete analysis of all technology used in Human Resources. (*Transition Team Report* Priority 3).
  - *Transition Team Report Operations & Finance Recommendation #12:*
    - Analyze automated processes in HR
    - Implement a new applicant tracking system.
    - Integrate technology solutions to improve the use, collection, archiving and analysis of HR-related data points. (*Transition Team Report* Priority 3)
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the *Transition Team Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. Provide ways in which HR technology utilization could be further improved. Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

#### **II. Curriculum & Instruction**

##### **a. Specialty programs**

1. Recommend adequate metrics for gauging student and parent interest in existing specialty programs.
2. Assess if existing specialty programs meet the current demand of students and parents for quality programs.
3. Determine the feasibility and/or need to expand specialty programs and the cost thereof, inclusive of facility needs.
4. List the specialty programs that are available for each school level (elementary, middle and high school).
5. Compare the range of available specialty programs in Prince George's County to other jurisdictions.

**3.3 SCOPE OF WORK (continued)**

6. Compare the range of available specialty programs within Prince George's County. How do children from different parts of the County compare in access to the same specialty programs?
7. Compare the accessibility and participation in specialty programs in Prince George's County to other jurisdictions. How does participation in specialty programs vary within Prince George's County?
8. Evaluate and determine the quality of these programs within the County. How does the quality of these programs vary throughout the County, compare to other jurisdictions, and compare to national trends?
9. Identify the measurable benefits/outcomes of participating in specialty programs in Prince George's County.

**III. Supporting Services****a. Building Services and Maintenance**

1. Conduct a performance assessment of Building Services and Maintenance.
2. Identify where services are duplicated outside of the core-competencies of the school system (e.g. both PGCPS and Prince George's County maintain fueling stations, haul trash, risk mitigation, etc.).
3. Analyze and report upon where resources are needed, where they may be eliminated or where they may be redeployed to other offices that directly support the mission, vision and core competencies of the school system.
4. Identify where collaborative partnerships can lead to increased efficiency (e.g. collaborative busing with neighboring school districts to transport students to schools outside the district which may lead to possible cost savings).

**b. Transportation: routing and efficiency**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - OLA Audit Report Finding #19 Corrective Actions:
    - Develop Standard Operating Procedures (SOPs) for bus routing;
    - Develop efficiency targets by type of route;
    - Implement GPS-enabled routing software and necessary integration tools to allow for planned vs. actual analyses. This could/should include a system to document staff hours worked.
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the OLA Audit Report have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. Identify ways in which routing could be further improved. Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**3.3 SCOPE OF WORK (continued)**

**c. Transportation: pedestrian and bus lot safety**

1. Review bus lots for safety and compliance with state and federal regulations.
2. Review pedestrian safety issues and identify locations where sidewalks are needed to reduce safety hazards.
3. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?  
In what ways could pedestrian safety and bus lot safety be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**d. Transportation: inadequate records for time reporting/salary payments**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report* Finding #8 Corrective Actions:
    - Develop SOPs for timekeeping;
    - Pilot SOPs in one bus lot (FY14);
    - Use GPS system to verify route changes (verify drive time, idle time, etc.);
    - Study feasibility of implementing automated solution for documenting/verifying hours worked.
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. In what ways could the recordkeeping be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**e. Security: physical security of facilities**

1. Determine whether all facilities are adequately secured (through the use of the buzzer system, ID management system, video cameras, panic buttons, etc.).
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. In what ways could the physical security of facilities be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**3.3 SCOPE OF WORK (continued)****f. Security: student cybersecurity**

1. Determine whether adequate controls are in place to limit student access to inappropriate content related to cyberspace.
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. In what ways could student cybersecurity be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**IV. Business Management Services****a. Payroll: approvals of rates, time, and leave**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report Finding #4 Corrective Action:*
    - Audit personnel transactions to determine which transactions are prone to high error rates (and should require supervisory approval);
    - Segregate time card entry and approval access for all employees;
    - Develop processes to expand delegation of authority for approving time cards (address supervisors with “too many” time cards);
    - Implement self-attestation of time cards.
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. In what ways could payroll practices regarding approval of rates, time, and leave be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**b. Payroll: overpayments/duplicate payments**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report Finding #5 Corrective Action:*
    - Develop comprehensive SOPs for all payroll transactions and develop reports to track adherence to SOPs.
  - *OLA Audit Report Finding #6 Corrective Action:*
    - Clarify which employees are eligible for payout (per union contracts).
    - Document final decision in payroll SOPs.
    -

**3.3 SCOPE OF WORK (continued)**

- Update existing Administrative Procedure to specify the daily rate calculation used to payout leave to departing executives.
  - *OLA Audit Report Finding #7 Corrective Action:*
    - Update sick leave bank rules and create accounting systems to track leave balances. (e.g. liability accounts, management reports).
- 2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 4. In what ways could payroll practices be further strengthened to avoid overpayments and duplicate payments? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**c. Capital programs – procurement: school construction/capital improvement plan**

- 1. Review the capital improvement plan (CIP) revenue planning and monitoring processes, planning, construction and design, contracting and procurement, quality of scope of work and incidence of change orders, vendor renewal, evaluation and quality control, project management, cost monitoring and budgeting.
- 2. Identify areas where additional processes or internal controls are needed.
- 3. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 4. Recommend SOPs and benchmarks for CIP that reflect known best practices;
- 5. Recommend management reports needed to track adherence to SOPs.
- 6. In what ways could the Capital program be further strengthened? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**d. Accounts payable - review of invoices/payments**

- 1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report Finding #2 Corrective Action:*
    - Document and disseminate procedures for invoice review;
    - Provide a mechanism for reviewers of invoices to see contracted pricing data (for price validation purposes);
    - Require vendors to provide invoices in a format which enables price verification (perhaps build this into procurement process);
    - Expand use of hosted vendor catalogs with contract pricing;

**3.3 SCOPE OF WORK (continued)**

- Implement utility bill management system to track utilities system wide;
  - Centralize the management of all cell phones. Ensure segregation of duties and understanding of invoice review procedures.
- 2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 4. In what ways can the review of invoices/payments be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**e. Accounts payable - expense monitoring**

- 1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report* Finding #2 Corrective Action:
    - Address inadequate monitoring of utility invoices;
    - Implement utility bill management system to track utilities system wide;
    - Set up internal accounting systems to compare actual with expected savings (from Energy Service Contracts) to ensure savings cover the cost of repaying the lease purchase payments for the ESCO work
- 2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 4. In what ways can expense monitoring practices be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**f. Budget – budget development, monitoring and detection of efficiencies**

- 1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report* Finding #21 Corrective Action:
    - Evaluate cost savings measures;

**3.3 SCOPE OF WORK (continued)**

- Develop standards/guidelines to inform which types of initiatives require evaluation and how results of these evaluations should be shared.
- Transition Team Report Operations & Finance Recommendation #13:
  - Use financial review process to redirect funds to support instructional outcomes.
- Transition Team Report Operations & Finance Recommendation #14:
  - Institute technology improvements in the budget planning module to increase financial reporting capability and improve budget decision-making.
- Transition Team Report Operations & Finance Recommendation #15:
  - Institute cost savings initiatives and actively challenge account managers to revise spending approaches; consider implementing "lean" organization systems.
- Transition Team Report Operations & Finance Recommendation #16:
  - Increase staff training in Oracle modules, especially in financial report writing, use of data warehouse, document management, and Student-Based Budgeting (SBB).
- 2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 3. If recommendations have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 4. In what ways can budget related practices be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**g. Finance and treasury operations - fixed asset management, inventory control and accountability**

1. Review the PGCPS Property Control Manual.
2. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - OLA Audit Report Finding #9 Corrective Action:
    - Ensure that detailed equipment records are maintained for all appropriate assets
    - Ensure that detailed records include all applicable information, including cost and serial numbers or other specific identifying information
    - Amend the Property Control manual to require tagging of all equipment for identification purposes

**3.3 SCOPE OF WORK (continued)**

- *OLA Audit Report* Finding #10 Corrective Action:
  - Amend the Property Control manual to specify the frequency for conducting physical inventories, designate inventorying responsibilities and require documented reconciliations of the inventory counts to the detailed equipment records
  - Ensure that all locations are inventoried on a regular basis
- 3. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 4. If recommendations have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 5. In what ways can fixed asset management be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**V. Information Technology (IT)****a. Disaster recovery plan non-existent**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - *OLA Audit Report* Finding #13 Corrective Action:
    - Work already underway to complete a comprehensive disaster recovery plan.
2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. In what ways can disaster recovery plan/strategy be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**b. Access/security controls issues**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.

**3.3 SCOPE OF WORK (continued)**

- *OLA Audit Report* Finding #11 Corrective Actions:
  - Comprehensive assessment of data access. Develop centralized rules outlining allowable combinations of access and if exceptions to segregation of duties are made. Develop of alert systems to inform of inappropriate use of that access.
  - Feasibility study to examine a phased approach to implementing a role based control model for data systems access (rather than the approach we have now which tailor access for each individual employee).
- *OLA Audit Report* Finding #12 Corrective Actions:
  - Log use of critical database privileges.
  - Create system to generate documentation of electronic review of the Student Information System.
- *OLA Audit Report* Finding #14 Corrective Action:
  - Implement the following additional controls in its current network infrastructure (testing to occur in FY 15 and full implementation in FY 16):
    - Traffic to the publicly accessible servers will be subject to Intrusion Detection/Prevention Systems after decryption by the load balancer.
    - Traffic will be subject to an application layer firewall after decryption but before the traffic hits the publicly accessible servers.
  - Implement a Network Access Control (NAC) solution to all the Students and Staff users, that incorporates role based routing technology. PGCPS will plan to test and roll this out to a pilot population during FY15, and fully implement the solution by the end of FY16.
- 2. As a result of your findings, how is the Department utilizing existing practices that reflect current known best practices?
- 3. If recommendations identified in the *OLA Audit Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
- 4. In what ways can access/security control related practices be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**c. Security: information technology (IT) security**

- 1. Determine whether appropriate controls are in place related to information technology functions and the protection of School System data.

**3.3 SCOPE OF WORK (continued)**

2. As a result of your findings, is the Department utilizing existing practices that reflect current known best practices?
3. In what ways could information technology security be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**d. IT investment**

1. Analyze the extent to which the following recommendations have been completed and/or implemented.
  - Transition Team Report Operations and Finance Recommendation #6 and #8:
    - Review purchasing of major investments in IT projects and equipment, consultants, and approval levels needed to make large purchases.
    - Provide recommendations to make greater use of the PGCPS Technology Oversight committee.
2. As a result of your findings, is the Department utilizing existing practices that reflect current known best practices?
3. If recommendations identified in the *Transition Team Report* have not been fully implemented, identify if there is a viable action plan in place. (For example, is managerial oversight identified, is there accountability, and are there adequate tangible and intangible resources available to implement fully these recommendations?)
4. In what ways can IT investment related practices be further improved? Identify suggested recommendations, associated cost estimates, anticipated operational benefits, key implementation milestones, and performance measures needed to determine if implemented recommendations deliver anticipated efficiencies.

**3.4 DELIVERABLES AND TIMELINE**

The required deliverables for this Study should include the following:

- A. **A planning meeting.** The Contractor shall facilitate a planning meeting with PGCPS and County Council staff promptly after the award of the contract. The goal of this meeting is to meet with the key stakeholders, to understand what information and records are available through PGCPS, identify other data, that may be useful for this Study, identify comparable jurisdictions for benchmarking, and to review the work plan submitted as a part of the Proposal Response. A Contract Monitoring Group will be appointed at the planning meeting.
- B. **A detailed work plan.** The Contractor shall develop a detailed work plan, including a timeline for the Study, and suggested methodology. The Contractor shall provide a draft of the detailed work plan to the Contract Monitoring Group within one month from the award to allow PGCPS and the County Council to provide feedback.

**3.4 DELIVERABLES AND TIMELINE (continued)**

- C. **Monthly progress reports.** The Contractor shall provide the Contract Monitoring Group with written monthly progress reports that should provide an overview of progress on the Study. Reports should contain summaries of main findings and should identify any issues and concerns that may affect the successful execution of the Study. If there are any concerns that may impact the successful execution of the Study, the monthly progress report should include proposed corrective actions.
- D. **A written report.** The Contractor shall draft a written report that responds to the outlined scope of work, provides a comprehensive performance assessment of the identified five divisions of PGCPS, addresses specific issues highlighted from the *Financial Management Practices Audit Report* and the *Great By Choice: Transition Team Report*, clearly identifies how services can be delivered more effectively and efficiently, and provides implementation strategy, timeline, fiscal impact and anticipated operational impact of implementing proposed recommendations. The Contractor will provide the office of the County Executive, the County Council, the Board of Education, the Chief Executive Officer and the Contract Monitoring Group a draft report within six months from the award of the contract. In response to the draft report, PGCPS will issue management's response and will provide it to the Contractor within 30 days from the submission of the draft report. Management's response should be considered and addressed in the final report, which shall be completed within 30 days from the receipt of management's responses.
- E. **PowerPoint presentation /Leadership briefing.** The Contractor will develop a PowerPoint presentation to be provided as a briefing to outline key findings and recommendations identified in the written report and action plan, for each of the five divisions. The briefing shall be provided to the Board of Education, PGCPS CEO, Members of the Prince George's County Council, Prince George's County Executive and members of their respective executive leadership teams and their staff.

**3.5 EVALUATION CRITERIA**

The following criteria will be used to evaluate each proposal to determine a technical score:

**Expertise and Experience (30%)**

- 1. Qualifications and experience of the Bidder relevant to the identified scope of work
- 2. Experience of working with school districts of similar size
- 3. Demonstrated knowledge of best practices for school systems
- 4. Demonstrated analytical capabilities (including ability to benchmark nationwide)
- 5. Evaluation of the Contractor's last external quality control review

**Proposed Staffing and Personnel Qualifications (20%)**

- 6. Proposed staffing
- 7. Qualifications and experience of the lead reviewer and principal employees responsible for conducting this study
- 8. Identification of subcontractors and any third party service providers and their scope of work and qualifications/expertise.

**3.5 EVALUATION CRITERIA (continued)****Work Plan (40%)**

9. Clear and comprehensive work plan draft
10. Sound methodology (judged for each division to be examined)
11. Demonstrated understanding of the scope of work and the deliverables (judged for each division to be examined)
12. Clear understanding of how the Contractor would accomplish the identified scope of work (judged for each division that is to be examined)

**Past Performance Evaluation (5%)**

13. Review of relevant sample report(s)
14. References

**Other (5%)**

15. Minority Business Enterprise Participation shall constitute up to 15% of the total weight value of technical evaluation factors.

Successful Bidders with a technical score of 70 or higher will then be evaluated on their pricing and fee structure.

**3.6 COUNTY RESPONSIBILITIES**

Prince George's County, the Prince George's County Board of Education and Prince George's County Public Schools, and their employees, shall cooperate and assist the Consultant in performing under the provisions requested within the Scope of Work outlined in Section 3.3 of this RFP.

The Board of Education and Prince George's County Public Schools shall make available to the Consultant any information relevant to the services to be undertaken by the Consultant and appropriate members of Prince George's County Public Schools staff for consultation with the Consultant.

The Prince George's County Public School's staff shall produce, extract and refile any documents requested by the Consultant in fulfillment of the Scope of Work outlined in Section 3.3 of this RFP. The Contractor shall be responsible for maintaining the integrity of all requested documents and for returning documents intact.

**3.7 CONSULTANT RESPONSIBILITIES**

The Contractor shall perform a comprehensive assessment of the key areas of the Prince George's County Public Schools (hereafter referred to as a "Continuous Business Process Improvement Study"), as outlined in Section 3.3 of this RFP, to assess operations, identify opportunities for improvement, assist in devising strategies to achieve the desired improvements, and to develop an action plan to implement the recommendations. The Contractor shall be responsible for the professional quality and technical accuracy of their advice, opinions and other services furnished by them. The Contractor shall perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature. The Contractor

**3.7 CONSULTANT RESPONSIBILITIES (continued)**

is responsible for using accepted consulting practices to collect relevant data; to evaluate, review, and report findings and conclusions; and to provide recommendations for improvement.

State Law requires any person who enters into a contract with a County Board of Education or a nonpublic school, to ensure that a registered sex offender is not knowingly employed to work at a school. The Contractor must screen their workforce to ensure that a registered sex offender does not perform work at a County public school and must also ensure that any subcontractor or independent contractor conducts screenings of their workforce and does not utilize a registered sex offender to conduct work at a County public school.

Violations of the aforementioned responsibilities may authorize the Purchasing Agent to take action against the Contractor up to and including termination of the contract.

Neither the County's review, approval or acceptance of, nor payment for, any of the services required under the Agreement shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the county in accordance with applicable law for all damages to the County caused by the Contractor's negligent performance of any of the services furnished under the Agreement.

The rights of the County provided for under the Agreement are in addition to any rights and remedies provided by law.

**3.8 INSURANCE REQUIREMENTS**

The Contractor shall save and hold harmless and indemnify the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the Contractor, or any employee, agent or representative of the Contractor. The Contractor shall provide the County with evidence of its Contractor's commercial insurance coverage's for the following exposures:

**WORKER'S COMPENSATION:** An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

3.8 **INSURANCE REQUIREMENTS (continued)**

<b><u>Worker's Compensation:</u></b>	<b><u>Statutory Limit's (State of Maryland)</u></b>
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

**COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):** An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this project; and all obligations assumed by the Contractor under this contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$2,000,000 per occurrence/ aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000

**AUTOMOBILE LIABILITY INSURANCE:** An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

**BODILY INJURY AND PROPERTY DAMAGE LIABILITY**  
\$1,000,000 Combined Single Limit

**Prince George's County, Maryland must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this contract.**

Contract employees are not permitted to operate any vehicle owned by Prince George's County Government whether in commission of the contract or outside of same.

**PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE** A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of

**3.8 INSURANCE REQUIREMENTS (continued)**

the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than \$1,000,000 per claim.

**SPECIAL PROVISIONS FOR INSURANCE**

- (1) The Contractor shall forward to the County, Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless the County's, Office of Risk Management is given 30 days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number.
- (3) Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (4) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County's approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (5) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the County reserves the right to terminate this contract.
- (6) The Contractor shall require each subcontractor, at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County, Risk Management Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.
- (7) Any contract of insurance or indemnification naming the County, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.

**3.8 INSURANCE REQUIREMENTS (continued)**

- (8) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the contract, the Contractor shall not be permitted to commence the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.
- (9) The Contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate of insurance should be sent to:

Prince George's County, Maryland  
Office of Central Services  
Contract Administration and Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774

**3.9 EXCEPTIONS**

Contractors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the technical proposal submittal.

**3.10 FORMATION OF AGREEMENT**

Contractors wishing to use their standard contract as a starting point in final negotiations should include the proposed contract with the technical proposal. Contractors should note that if any of their contract provisions are in conflict with County laws, regulations, policies or terms of this RFP, the Contractor's provisions may not prevail. A copy of the County's two-party agreement is attached to this RFP.

**3.11 AUDITS BY THE COUNTY**

- A. The Contractor agrees that the County or any of its duly authorized representatives shall, until expiration of three years after the final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions to this Contract.
- B. The Contractor further agrees to include in all their subcontracts hereunder a provision to the effect that the subcontractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to

**3.11 AUDITS BY THE COUNTY (continued)**

and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions to the subcontract.

- C. The Contractor shall retain and maintain all records and documents relating to this Contract for the duration of the term and seven (7) years thereafter and shall make them available for inspection and audit by authorized representatives of the County or designee at all reasonable times.

**SECTION IV: PROPOSAL SUBMITTALS****4.1 TECHNICAL PROPOSAL FORMAT OUTLINE**

Each technical proposal shall have the following sections prominently displayed with tabs in the following order:

1. Transmittal Letter (no tab required)
2. Title Page
3. Table of Contents
4. Proposal Responses
5. Organizational Chart
6. Minority Business Enterprise Participation
7. Exceptions or Restrictions
8. References
9. Audited Annual Financial Report
10. Affidavits, Certifications, and Affirmation

**4.2 FORMAT DESCRIPTION**

Each proposal shall conform to the following order and format.

- A. Transmittal Letter:** The proposal shall include a transmittal letter prepared on the Offerors business stationery. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter shall be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
- B. Title Page:** Each proposal shall begin with a Title Page. It should display the words "RFP No. S15-028 Continuous Business Process Improvement Study". It should also have the name of the company, and the name and title of the person authorized to obligate the company, the business address, fax, and telephone number and email address.
- C. Table of Contents:** The proposal shall contain a "TABLE OF CONTENTS" with page numbers indicated.
- D. Proposal Responses:** The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the Study of PGCPS in conformity with the requirements of this RFP. As such, the content of proposals will carry more weight than the form or manner of the presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this Study. It shall also specify an audit approach that will meet the RFP requirements. The Proposal should address your understanding of the Scope of Work, provide a statement of qualifications, discuss your approach to the project, and contain a list of standard reports currently used by your company with examples and/or samples.

**4.2 FORMAT DESCRIPTION (CONTINUED)**

The Offeror shall present on single spaced typed pages, with index tabs, its offer. Offeror shall address each of the areas covered under the evaluation criteria in the order as provided below:

**1. Firm's Qualifications and Experience**

The proposal shall address the following relative to the firm that will undertake this Study (unless otherwise noted):

1. years of experience
2. size and number of offices of the entire firm,
3. size of the engagement office's consulting staff and related geographic coverage,
4. location of the engagement office assigned to manage the Study, and
5. number and nature of the professional staff assigned to the engagement office - if applicable, separately disclose individuals from other office(s) who are to be employed in this Study on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the Offeror is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified in the same detail described above. The firm that is to serve as the principal consultant must be noted.

The Offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control included a review of specific government engagements.

The Offeror shall also provide information on the results of any federal or state desk reviews or field reviews of its engagements during the past three years. In addition, the Offeror shall provide information on the circumstances and status of any termination or disciplinary action taken or pending against the firm during the past three years with regulatory bodies or professional organizations.

**2. Consulting Team Qualifications and Experience**

The Offeror shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the Study and indicate whether each such person has any licenses or certifications relevant to the previously outlined scope of work. The Offeror shall provide information on the government consulting experiences of each person. The Offeror shall include information on the Study team's relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of this RFP.

**4.2 FORMAT DESCRIPTION (CONTINUED)**

The Offeror shall provide as much information as possible regarding the number, qualifications, experience, and training (including relevant continuing professional education) of the specific staff to be assigned to this Study.

The Offeror shall indicate how the continuity and quality of staff shall be preserved over the term of the Contract.

The Offeror shall identify all subcontractors and provide the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects to the provisions specified for the Contractor.

Engagement partners, managers, other supervisory staff, consultants and specialists may be changed if those individuals leave the firm, are promoted or are assigned to another office provided replacements have substantially the same or better qualifications or experience. The Offeror may change consulting team members for other reasons with the prior written consent from the County.

**3. Prior Engagements**

The Offeror shall identify, separately, engagements within the Metropolitan Washington, DC area and engagements outside of the Metropolitan Washington, DC area, within the last five calendar years. For each engagement, the Offeror shall indicate the scope of the work, date(s), number of hours, location of firm's office from which the engagement was performed, and the name and telephone number of the principal client contact. It is the Offeror's responsibility to ensure the correctness of the information submitted.

**4. Similar Engagements with Other Government Entities**

For the Offeror's office that will be assigned responsibility for the consulting engagement, list the most significant engagements (maximum of five) performed by that office in the last five calendar years that are similar in size and scope to the engagement described in the RFP. These engagements shall be listed based on total staff hours. Indicate the scope of work, date(s), total hours, and the name and telephone number of the principal client contact. It is the Offeror's responsibility to ensure the correctness of the information submitted.

**5. Work plan and Methodology**

The proposal shall set forth a work plan, including a significantly detailed explanation of the consulting methodology to be followed, in order to perform the services required in Section 3.3 of the RFP. The work plan should demonstrate understanding of the scope of work, deliverables, and known best practices.

**4.2 FORMAT DESCRIPTION (CONTINUED)****6. Identification of Anticipated Potential Issues**

The proposal shall identify and describe any anticipated potential issues or concerns, the firm's approach to resolving these issues and any special assistance that will be requested from the County, the Board of Education, or PGCPS.

**7. Sample Report(s)**

The Contractor should provide examples of work products from previous engagements.

- E. Organization Chart and Biographical Data of Key Personnel to be assigned to this Contract**
- F. Minority Business Enterprise Participation:** Identify all minority businesses proposed as Sub-Contractors for this procurement, describe the portion of the work to be performed by each and the percentage of the work it represents. Include a completed signed Minority Business Enterprise Participation Agreement (see MBE forms included in this RFP) and a copy of the minority businesses' current Prince George's County MBE Certification Letter.
- G. Exceptions or Restrictions:** Should the Offeror take exceptions to any provision or requirement of this RFP, it shall be indicated in this section.
- H. List of References:** List the names of at least three clients for whom you have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided.
- I. Audited Annual Financial Report:** The Offeror shall provide the most recent audited annual financial report.
- J. Affidavits, Certifications, and Affirmation:** The Offeror is required to submit with the proposal certain certifications, affirmations and affidavits. These forms are included in this RFP and shall be completed by all Offerors. (should we list the forms here as done in the auditing services RFP?)

**4.3 COST PROPOSAL**

The Cost Proposal (See Attachment M) shall be submitted in a separately sealed envelope and clearly marked with the company name, address, telephone number and "RFP No. S15-028 Continuous Business Process Improvement Study". Upon completion of the Technical Proposal evaluation, the Committee shall conduct its evaluation of the Cost Proposal.

The Cost Proposal shall also include an MBE Utilization Plan (Attachment C), stating the name of the MBE subcontractor, type of services and the dollar amount to be subcontracted.

**4.3 COST PROPOSAL (CONTINUED)****A. Total All-Inclusive Maximum Price**

The sealed "cost" proposal shall contain all pricing information relative to performing the Study engagement. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The sealed Cost Proposal shall include the following information: the name of the firm and any subcontractor, a summary of hours, and total fee. The Cost proposal must also include the name of the MBE participant subcontractors, dollar value to be paid, and type of work to be performed. Offeror shall complete and include Attachment C, Minority Business Enterprise Utilization Plan.

**SECTION V: EVALUATION AND SELECTION PROCESS****5.1 SELECTION PROCESS**

A Contract shall be awarded to the firm whose Technical Proposal best meets with the County's requirements at the time of award, and whose fee structure is in the best interest of the County. The procurement shall be conducted under the County's Proposal Analysis Group (PAG) rules, as described in Procurement Directive No. 93-01, PAG Procedures (Rev. 10/07).

**5.2 EVALUATIONS AND SELECTION COMMITTEE**

An Evaluation and Selection Committee (the PAG) shall evaluate all proposals received by the closing deadline. The Committee may request additional technical assistance from any source within the County.

**5.3 QUALIFYING PROPOSALS**

The Committee shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Proposal. Only those Offerors whose technical proposals achieves or exceeds the minimum technical score of 70% shall have their cost proposals opened and evaluated. The County reserves the right to waive a requirement and/or minor irregularities when it is in the County's best interest to do so. Proposals shall not be opened publicly.

**5.4 TWO VOLUME SUBMISSION**

The selection procedure for this procurement requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Proposal Analysis Group (PAG). Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of a Contractor's proposal. Proposals shall not be opened publicly.

**5.5 SUPPLIER DEVELOPMENT & DIVERSITY DIVISION PARTICIPATION EVALUATION**

It is the Policy of Prince George's County, Maryland, that Minority Business Enterprises (MBE's) as defined in section 10A-101 (a)(26) and Section 10A-101-(a)(27) of the County Code, shall have the maximum opportunity to participate as Contractors or subcontractors in the provision of goods and services.

**a) MBE Certification**

For purposes of this solicitation and any subsequent contract award a vendor shall be deemed a certified MBE only upon prior determination made by the Prince George's County's Minority Business Development Division.

**5.5 SUPPLIER DEVELOPMENT & DIVERSITY DIVISION PARTICIPATION EVALUATION (continued)****b) MBE provision**

If a Certified Minority Business proposes to subcontract 50% or more of the work to Non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this particular solicitation.

The evaluation of the MBE participation shall constitute up to 15% of the final technical score.

- **Non-Minority businesses** which utilize certified MBE's as subcontractors are eligible to receive up to 10% of the total technical evaluation points (see **Evaluation Table, Section A** for details).
- **Certified MBE's** are eligible to receive up to 15% of the total technical evaluation points (see **Evaluation Table, Section B** for details).

In order to be considered for such points, the technical offer must indicate that certification of MBE status has been made by the County prior to the submission date.

To receive points based on utilization of certified MBE partners or subcontractors, each **technical offer** must include an MBE utilization plan which identifies the participating MBE's, the scope of services to be performed by the MBE's and the **Percentage** of the contract to be subcontracted to the MBE. (See the MBE Utilization Plan forms included in this RFP)

Percent of ranking points shall be awarded in accordance with the following MBE participation percentages:

**Evaluation Table, Section A****Non-MBE Prime Contractor Evaluation Factors**

<b>MBE Subcontract Percentage</b>	<b>Maximum Evaluation Factor</b>
15% or less	0%
16% to 20%	5%
21% to 25%	8%
26% or more	10%

**5.5 SUPPLIER DEVELOPMENT & DIVERSITY DIVISION PARTICIPATION EVALUATION (continued)****Evaluation Table, Section B****Certified MBE Prime Contractor Evaluation Factors**

<b>Non-MBE Subcontract Percentage</b>	<b>Maximum Evaluation Factor</b>
Less than 30%	15%
31% to 35%	12%
36% to 40%	10%
41% to 45%	9%
45% to 49%	8%
50% or more	0%

The proposer may demonstrate MBE participation by:

1. Completing the Minority Business Participation Agreement.
2. Providing a copy of its current MBE certification letter with Prince George's County.
3. Requesting and obtaining MBE status with the County prior to the closing date of this RFP. Firms currently certified as MBE's with the Maryland Department of Transportation (**MDOT**), the Washington Metropolitan Area Transit Authority (**WMATA**), the Maryland-District of Columbia Minority Supplier Development Council (**MD-DC/MSDC**), the Department of Veterans Affairs (**VA**) or the Women Presidents' Education Organization (**WPEO**) shall request the County's Supplier Diversity & Development Division to make a determination of their MBE status.
4. Completing the MBE Utilization Plan, identifying planned percentages of subcontracts with MBE's. (See MBE forms included in this RFP)

**5.6 FINAL RANKING AND SELECTION**

The evaluation criteria contained herein shall be evaluated by the Evaluation and Selection Committee based upon the stated factors for each category and based upon their order of importance. The Evaluation and Selection Committee shall make recommendations to the Purchasing Agent for award of the Contract to the responsible Contractor whose proposal is determined to be the most advantageous to the County considering technical and cost factors set forth in the RFP.

Based on the Selection Committee's initial review of proposals, the County may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The County reserves the right to make an award with or without negotiations or to request best and final offers.

**5.6 FINAL RANKING AND SELECTION (continued)**

Only those Contractors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process.

**5.7 PROPOSALS PROPERTY OF THE COUNTY**

All proposals submitted in response to this Request for Proposals become the property of the County and may be appended to any formal documentation which would further define or expand the contractual relationship between the County and the successful Contractor.

**ATTACHMENT A**

Provide the requested information for at least three reference projects of a similar or relevant nature which have been successfully completed or currently underway, within the past five years.

I certify that the above information is true and correct.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM A**  
**BID/PROPOSAL AFFIDAVIT****CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT****Part I: I HEREBY AFFIRM THAT:**

1. The business named below is a (Maryland       ) (foreign       ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

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

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

\_\_\_\_\_

[If not applicable, so state]

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

**Part II: I FURTHER CERTIFY THAT:**

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for the past        years. Personal Property        Current        Not Current

***Prince George's County reserves the right to verify the above information with the appropriate Government Authorities.***

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

APPENDIX A  
WAGE REQUIREMENTS  
FOR  
SERVICE CONTRACTSNotice to Bidders

**This solicitation is subject to the County's Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The "Wage Requirements Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.**

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

## APPENDIX A

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS  
Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. A County contract for the procurement of services must require the Contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular Contractors in accordance with Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).
2. If any federal, state or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract and any health insurance the organization intends to provide to those employees.
4. A Contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent Contractor, to avoid the imposition of any requirements in Section 10A-144.
5. Each Contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements, and send a copy of each such notice to the County Purchasing Agent.
6. An employer must comply with Section 10A-144 during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County's Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
7. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.

APPENDIX A  
WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS  
Addendum to the General Terms and Conditions

8. The County may assess to the Contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages with interest. In event of breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. The Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.
9. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
10. If the Contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in Paragraph 8 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor.

## APPENDIX A-1

Wage Requirements Certification for Service Contracts  
Prince George's County Code, Section 10A-144

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Wage Rate Effective July 1, 2014 through June 30, 2015	\$13.80 Per Hour
Wage Rate Effective July 1, 2015 through June 30, 2016	\$14.00 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor".

## 1. Wage Requirements Compliance

- This Contractor as a "covered employer" will comply with the requirements under Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

## 2. Exemption Status (if applicable)

- This Contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:
  - A Contractor who employs fewer than ten employees when the Contractor submits a bid or proposal and will continue to be exempt as long as the Contractor does not employ ten or more employees at any time the contract is in effect. Section 10A-144 (b) (1).
  - A Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$ 50,000 from the County in the next 12-month period. Section 10A-144 (b) (2) (A) and (B).
- A public entity. Section 10A-144(b) (3).
- A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 10A-144 (b) (4). (Must complete Item 3 below).

## APPENDIX A-1

Wage Requirements Certification for Service Contracts  
Prince George's County Code, Section 10A-144

- An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144 (b) (7). (Must specify the law or furnish a copy of the contract or grant)
- A Contractor who has entered into a \*participation agreement under Section 10A-141 of the County Code, Section 10A-144 (b) (8).

3. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)

- This Contractor is a nonprofit organization that is exempt from coverage under Section 10A-144 (b) (4). Accordingly, the Contractor has completed the 501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144 (c) (2).

4. Nonprofit's Comparison Price(s)

- This Contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the form on which it states its cost proposal or format that is contained in the RFP, and is submitting on this duplicate form its cost(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organizations "comparison cost". In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form: must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144 (c) (2).

5. Wage Requirements Reduction

- This Contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$\_\_\_\_\_. See Section 10A-114 (d) (1) and (2).

**CONTRACTOR CERTIFICATION**

**Contractor Signature:** Contractor submits this certification form in accordance with Section 10A-144 of the Prince George's County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, shall adhere to all requirements of Section 10A-144.

---

Signature: Authorized Corporate, Partner, or Proprietor

---

Date

---

Typed Name of Signatory

---

Title of Authorized Signatory

## APPENDIX A-2

501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form  
Prince George's County Code, Section 10A-144

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Please provide below the employee labor category of all employee(s) that will perform direct measurable work under the contract, the hourly wage the organization pays for that employee labor category and any health insurance the organization intends to provide for that employee labor category.**

\*IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

## ATTACHMENT B

**NOTICE TO BIDDERS/OFFERORS:**

This solicitation is subject to Section 10A-169 of the County Code (attached), which requires the Purchasing Agent to include as a condition of any contract or agreement for procurements funded by a County agency or the County government, at the time of initial contract execution, effective as of January 1, 2014, at the time of any exercise of contract renewal, option, or extension (including automatic renewal or extension), a requirement that the business enter into a First Source and Local Hiring Agreement with the County. Failure to complete and submit an executed copy of the First Source Local Hiring Agreement with your bid or proposal (as applicable) will render your bid or proposal nonresponsive and will be rejected.

The requirements of Sections 10A-168 and Subsections (a) through (d) of 10A-169 of the County Code, shall not apply to procurement contracts in the construction industry, as defined by Sector 23 of the current edition of the North American Industry Classification System ("NAICS"), for procurements funded by a County agency or the County government if the procurement contract or agreement is governed by a project labor agreement. .

Competitive bids or proposals responding to a solicitation by a County agency or the County government may be deemed nonresponsive and rejected by the Purchasing Agent if the bid or proposal fails to demonstrate adequate capacity to meet the annual County resident hiring goals as enumerated in 10A-169 of the County Code in the judgment of the Purchasing Agent.

**ATTACHMENT B****Sec. 10A-169. First Source and Local Hiring Agreements required; local hiring requirement.**

(a) The Purchasing Agent shall include for every government-assisted project, including as a condition of any contracts or agreements for procurements funded by a County agency or the County government, at the time of initial contract execution or, effective as of January 1, 2014, at the time of any exercise of contract renewal, option, or extension (including automatic renewal or extension), a requirement that the business enter into a First Source and Local Hiring Agreement with the County which states that:

(1) The first source for finding employees to fill all jobs created by the government-assisted project shall be the First Source Registry;

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry; and

(3) Compliance with this Section is a condition of the First Source and Local Hiring Agreement.

(b) In selecting qualified County residents from the First Source Registry for interviews or other consideration for employment for all jobs covered by each First Source and Local Hiring Agreement, the Prince George's County Economic Development Corporation's Workforce Services Division shall give first priority to referring veterans who are County residents, second priority to referring unemployed County residents, third priority to referring County residents within three hundred percent (300%) of federal poverty guidelines, and then fourth priority to referring other job-seeking County residents.

(c) Each business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Purchasing Agent, by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement, an agreement compliance report for the project that includes the:

(1) Number of employees needed;

(2) Number of current employees transferred;

(3) Number of new job openings created;

(4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;

(5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and

(B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents; and

(6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and

(B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked, including, for each employee:

- (i) Name;
- (ii) Job title;
- (iii) Hire date;
- (iv) Residence; and
- (v) Referral source for all new hires.

(d) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George's County Economic Development Corporation's Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.

(e) The requirements of Section 10A-168 and Subsections (a) through (d) of this Section, except for the reporting requirements of Paragraphs (5) and (6) of Subsection (c) of this Section on a form provided by the Purchasing Agent, shall not apply to procurement contracts in the construction industry, as defined by Sector 23 of the current edition of the North American Industry Classification System ("NAICS"), for procurements funded by a County agency or the County government if the procurement contract or agreement is governed by a project labor agreement. The remaining requirements of this Subdivision shall apply to such procurement contracts, agreements, or awards.

(f) The Purchasing Agent shall require "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by contractors and subcontractors on procurements funded by a County agency under the supervision or control of the contractors and subcontractors.

(1) In procurements funded by a County agency or the County government, competitive bids or proposals responding to a bid or proposal solicitation, including, but not limited to, competitive bids pursuant to Section 10A-112 or competitive proposals pursuant to Section 10A-113, may be deemed nonresponsive and rejected by the Purchasing Agent if the bid or proposal fails to demonstrate adequate capacity to meet the annual County resident hiring goals of this Subsection in the judgment of the Purchasing Agent.

(2) If a procurement subject to this Subsection fails to reach the minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours) or fifty-one percent (51%) of the annual apprenticeship work hours be worked by County residents, a waiver must be

granted pursuant to Subsection (h) of this Section or the procurement is subject to the penalties of Subsection (i) of this Section.

(3) In order to meet the “best efforts” requirements of this Subsection, an employer required to comply with the annual County resident hiring goals of this Subsection shall require any worker it employs that it deems to be a County resident for the purposes of meeting the annual County resident hiring goals to submit documentation by the end of the calendar year to the employer necessary to establish the worker’s County residency pursuant to the requirements

set forth in Section 10A-101(14.1), including a copy of a filed Maryland state income tax return as prescribed in Section 10A-101(14.1)(A) – (B) or an attestation as prescribed in Section 10A-101(14.1)(C) establishing a Prince George’s County domicile for the worker for the most recent full calendar year, unless the worker has already submitted such documentation during the calendar year to the Prince George’s County Workforce Services Division pursuant to Section 10A-168(a). The employer shall transmit the documentation required by this Paragraph submitted by its workers during the calendar year to the Prince George’s County Workforce Services Division and the Purchasing Agent by the tenth (10th) business day of the subsequent calendar year or the employer shall be in noncompliance with the “best efforts” requirements of this Subsection and subject to the penalties of Subsection (i) of this Section.

(g) For procurements funded by a County agency or the County government, including, but not limited to, procurements awarded pursuant to Section 10A-112 or Section 10A-113, the Purchasing Agent shall require compliance with this Subdivision as a condition of the procurement contract or agreement or any such contract or agreement shall be void.

(h) On a case by case basis, at the request of an employer required to comply with Subsection (f) of this Section, the Purchasing Agent may waive the annual County resident hiring goals of Subsection (f) of this Section if the Purchasing Agent finds that “best efforts” to comply with the annual County resident hiring goals by the employer requesting the waiver have been demonstrated as prescribed in Paragraph (2) of this Subsection. An employer is only allowed to request and the Purchasing Agent is only allowed to grant a waiver authorized by this Subsection after the end of the calendar year for which the employer seeks the waiver and the waiver, if granted, shall only apply for that calendar year.

(1) For procurement contracts or agreements subject to approval by legislative act under Section 819 of the Charter, a waiver authorized by this Subsection must be approved by the County Council. For procurement contracts or agreements not subject to approval by legislative act under Section 819 of the Charter, notice of such a waiver, including the information provided to the Purchasing Agent pursuant to Subparagraphs (A) – (D) of Paragraph (2) of this Subsection, shall be sent to the County Council by the Purchasing Agent by no less than fourteen (14) calendar days prior to the date of the County Executive’s approval of the Purchasing Agent’s decision to waive the provisions of Subsection (f) of this Section.

(2) The term “best efforts” in this Subdivision means efforts to the maximum extent practicable have been made to meet the requirement. “Best efforts” by an employer required to comply with Subsection (f) of this Section shall not be found and a waiver authorized by this Subsection shall not be granted unless the employer provides written documentation to the Purchasing Agent demonstrating that:

(A) Whenever employment opportunities became available during the calendar year, the employer made good faith efforts to hire each County resident who applied or was referred for employment;

(B) The employer sent written notifications during the calendar year to the Prince George's County Workforce Services Division and community, labor, and workforce-related organizations and institutions identified by the County Executive or the County Executive's designee whenever employment opportunities became available;

(C) For each County resident who applied or was referred for employment during the calendar year, but was not hired, the employer maintained written documentation that includes a sufficient explanation of the reason(s) the County resident was not hired; and

(D) The employer met other requirements during the calendar year determined by the Purchasing Agent.

Based on an analysis of the information provided by the employer seeking a waiver authorized by this Subsection and an analysis by the Purchasing Agent of the sufficiency of the County's labor market, the Purchasing Agent shall determine whether "best efforts" to comply have been demonstrated by the employer and whether to grant the employer's request for a waiver authorized by this Subsection, subject to the approvals and notice required by this Subsection. An employer must be in compliance with Paragraph (3) of Subsection (f) of this Section in order to receive a waiver authorized by this Subsection. A waiver decision by the Purchasing Agent authorized by this Subsection must be approved by the County Executive.

(i) Failure to comply with this Section, for a procurement funded by a County agency or the County government, may subject a signatory to a First Source and Local Hiring Agreement or any other entity required to comply with this Subdivision to a penalty, to include monetary fines of up to twenty percent (20%) of the value of the direct and indirect labor costs of the contract, as determined by the Purchasing Agent. For repeated violations of this Section, a signatory to a First Source and Local Hiring Agreement or any other entity required to comply with this Subdivision may be subject to a cancellation of the procurement contract or agreement, as determined by the Purchasing Agent,

(j) At the discretion of the Purchasing Agent or the County Auditor, any business that is a signatory to a First Source and Local Hiring Agreement or any other entity required to comply with this Subdivision shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance with this Section upon thirty (30) calendar days written notice.

(k) Immediately upon execution, the Purchasing Agent shall expeditiously transmit a paper or electronic copy of any signed First Source and Local Hiring Agreement to the Prince George's County Economic Development Corporation's Workforce Services Division  
(CB-17-2011)

ATTACHMENT B-1

**First Source and Local Hiring Agreement**

*The Contractor agrees to the following provisions as a condition to their contract with Prince George's County:*

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source registry;
- C) Contractor shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Purchasing Agent by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
  - (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;
  - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and
    - (B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents; and
  - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and
    - (B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked, including, for each employee:
      - (i) Name;
      - (ii) Job title;
      - (iii) Hire date;
      - (iv) Residence; and
      - (v) Referral source for all new hires.
- D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George's County Economic Development Corporation's Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred

County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.

E) The Purchasing Agent requires "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by contractors and subcontractors on procurements funded by a County agency under the supervision or control of the contractors and subcontractors.

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**Signature: Authorized Corporate Officer/Partner or Proprietor**

**Date**

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**Typed Name of Signatory**

**Title of Authorized Signatory**

**Name of person designated by your firm to monitor your company's compliance with the First Source and Local Hiring agreement:**

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

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

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

## ATTACHMENT C

## **MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN**

**(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)  
PERCENTAGES ONLY**

Bid/RFP #\_\_\_\_\_

**Total Percentage %  
MBE Participation**

Name of Prime Contractor: \_\_\_\_\_

Name of Principal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT C-1

## MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

**(TO BE SUBMITTED WITH PRICE BID SHEETS)  
COST AMOUNTS**

## Total Cost MBE Participation

Name of Prime Contractor:

Name of Principal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT D

## **MONTHLY MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT**

(To be submitted monthly)

I certify that the MBE Utilization Schedule dated \_\_\_\_\_ for this contract is correct and no deviations have occurred or are anticipated to occur.

MBE Participation %:

## Monthly MBE Activity Subcontractors or Suppliers

Total: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Signature of Authorized Representative:

Date: \_\_\_\_\_

**ATTACHMENT E****MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT**

(To be submitted with Proposal)

With respect to the Bid/RFP No. \_\_\_\_\_, I hereby certify that I am the

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\_\_\_\_\_ and dully authorized representative of  
(Title) \_\_\_\_\_, whose address \_\_\_\_\_  
(Firm) \_\_\_\_\_ (Firm Address) \_\_\_\_\_

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and statements made herein are on such firm's behalf.**I. Basic Understanding and Certifications**

a) I understand and subscribe to the following statement of policy and regulatory application:

"It is the policy of Prince George's County, Maryland that minority business enterprises ("MBE") as defined in Section 10A-101 (a) (27) of the Prince George's County Code, shall have the maximum opportunity to participate in the performance of subcontracts under this contract. Consequently the MBE requirements of Section 10A-101-(a) (27) and applicable administrative procedures of the Prince George's County apply to this Contract."

b) If awarded this Contract, the above named firm agrees to comply with the following MBE obligation:

"The Contractor agrees to ensure that Minority Business Enterprises as defined in Section 10A-101 (a) (27) of the Prince George's County Code have the maximum opportunity to participate in the performance of subcontracts under this contract. In this regard the Contractor shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts under this Contract."

**MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT**

(To be submitted with Proposal)

- c) We hereby certify that it is the intention of the above named firm to affirmatively seek out and include MBE's to participate in this contract as subcontractors or as suppliers, and to otherwise comply with the provisions of this Agreement.
- d) We hereby certify that, if awarded this contract, the above named firm accepts the requirement to procure \_\_\_\_% of the contract award price from certified MBE's in subcontracting opportunities under this Contract.
- e) We understand that MBE listings and other relevant resources may be obtained from the County, and from other public agencies and private organizations.
- f) We understand and agree that any and all subcontracting in connection with this contract, whether undertakes prior to or subsequently to award of Contract, will be in accordance with the terms of this Agreement.
- g) If awarded this Contract, the above named firm agrees to require all subcontractors to exert their best efforts to accord MBE's the maximum opportunity to participate in lower-tier subcontracting opportunities under the subcontract.
- h) We understand that failure to carry out the requirements set out in this Agreement shall constitute a breach of contract and may result in termination of the Contract by the County or such other remedy, as the County deems appropriate.
- i) We understand that the provisions of this Agreement are in addition to all other equal opportunity requirements of the Contract.

**II. Definitions:**

- a) "Minority Individuals" are those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
  1. African Americans (Black Americans)
  2. Asian Americans
  3. Hispanic Americans
  4. Native Americans, Eskimos, Aleuts
  5. Females
  6. Veterans and Service Disabled Veterans.

**MINORITY BUSINESS ENTERPRISE PARTICIPATION AGREEMENT**

(To be submitted with Proposal)

b) "Minority Business Enterprise" means any business enterprise (a) which is at least 51% owned by one or more minority individuals; or, in the case of any publicly owned corporation, at least 51% of the stock of which owned by one or more minority individuals, and (b) whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals, and (c) which has been certified by the Commission as a Minority Business Enterprise pursuant to Section 2-452 (j) of the Prince George's County Code.

**ARE YOU****YES**      **NO**

1. A Minority Business Enterprise	_____	_____
2. A Certified MBE by Prince George's County	_____	_____
3. A Certified MBE by the State of MD (MDOT)	_____	_____
4. Other Certification (specify)	_____	

I understand and agree that any and all subcontracting or procurement of supplies and services in connection with Bid/RFP No. \_\_\_\_\_, whether undertaken prior to or subsequent to award of Contract, will be in accordance with this agreement.

I acknowledge that this agreement is to be made an integral part of the Invitation for Bid/RFP No.

\_\_\_\_\_.

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Name of Authorized Official  
(Please Print)

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Signature of Authorized Official

Date

---

Witness

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Date

**ATTACHMENT F****MONTHLY CERTIFIED COUNTY-BASED BUSINESS UTILIZATION REPORT  
(TO BE SUBMITTED MONTHLY)**

I certify that the Certified County-based business (CCBB) Utilization Plan dated \_\_\_\_\_ for this Contract is correct and no deviations have occurred or are anticipated to occur.

Monthly Certified County-based business Activity  
Certified County-based business Subcontractors or Suppliers

Name	Type of Work	CCBB Status	CCBB Cumulative Dollars Paid	CCBB Planned Expenditures	% Total Contract Value	Total Contract \$ Paid

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Contractor

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Signature of Authorized Representative      Date

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Title

## ATTACHMENT G

**MONTHLY CERTIFIED COUNTY-BASED BUSINESS UTILIZATION REPORT  
 (TO BE SUBMITTED MONTHLY)  
 MODIFICATION OF CERTIFIED COUNTY-BASED BUSINESS (CCBB) UTILIZATION PLAN**

I certify that the Certified County-based business (CCBB) Utilization Plan dated \_\_\_\_\_ for this Contract is correct and no deviations have occurred or are anticipated to occur.

Monthly Certified County-based business Activity  
 Certified County-based business Subcontractors or Suppliers

Name	Type of Work	CCBB Status	CCBB Cumulative Dollars Paid	CCBB Planned Expenditures	% Total Contract Value	Total Contract \$ Paid

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Signature of Authorized Representative      Date

\_\_\_\_\_  
 Title

*Subcontractor Project Participation Statement*  
SUBMIT ONE FORM FOR EACH SUBCONTRACTOR

Provided that \_\_\_\_\_ is awarded the Prince  
Prime Contractor Name

the Prime Contractor and \_\_\_\_\_, intend to enter into a  
Subcontractor Name

contract by which Subcontractor shall: (describe work and staffing of project)

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- No - Bond(s) are not required of Subcontractor
- Yes - The following amount and type of bond(s) that will be required of Subcontractor at time of award:

---

**Prime Contractor Signature**

### Subcontractor Signature

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

---

Date

---

Date

## ATTACHMENT H-1

*Subcontractor Participation Schedule  
(for submission with Cost/Price proposal)*\* \* \* \* **EFFECTIVE OCTOBER 22, 2007** \* \* \* \* \*

This document must be included with the bid or price proposal. If the bidder or offeror fails to submit this form with the bid or offer as required, the Administrator of the Contract Administration and Procurement Division shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

USE ATTACHMENT E-1 CONTINUATION PAGE AS NEEDED

TOTAL SUBCONTRACTOR PARTICIPATION: \_\_\_\_\_ % \$ \_\_\_\_\_

Document Prepared By: (please print or type)

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

Title: \_\_\_\_\_

## ATTACHMENT H-1

### ***Subcontractor Participation Schedule (continued)***

## List Information For Each Subcontractor On This Project

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

Firm Name

Work To Be Performed

Dollar Amount or Percentage of Total Contract

**ATTACHMENT I****Mid-Atlantic Purchasing Team Rider Clause****USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE****Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

This shall include but not be 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 required these good, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Mid-Atlantic Purchasing Team:**

___ Alexandria, Virginia	___ City of Manassas Public Schools
___ Alexandria Public Schools	___ Manassas Virginia
___ Alexandria Sanitation Authority	___ Manassas Park, Virginia
___ Arlington County, Virginia	___ Maryland-National Capital Park & Planning Comm
___ Arlington County Public Schools	___ Maryland Department of Transportation
___ Bladensburg, Maryland	___ Metropolitan Washington Airports Authority
___ Bowie, Maryland	___ Metropolitan Washington Council of Governments
___ BRCPC	___ Montgomery College
___ Charles County Public Schools	___ Montgomery County, Maryland
___ College Park, Maryland	___ Montgomery County Public Schools
___ City of Fredericksburg	___ Northern Virginia Community College
___ College Park, Maryland	___ Prince George's Community College
___ District of Columbia Government	___ Prince George's County, Maryland
___ District of Columbia Public Schools	___ Prince George's Public Schools
___ District of Columbia Water & Sewer Auth.	___ Prince William County, Virginia
___ Fairfax, Virginia	___ Prince William County Public Schools
___ Fairfax County, Virginia	___ Rockville, Maryland
___ Prince William County Service Authority	___ Rockville, Maryland
___ Fairfax County Water Authority	___ Spotsylvania County
___ Falls Church, Virginia	___ Spotsylvania County Government & Schools
___ Fauquier County Schools & Government	___ Stafford County, Virginia
___ Frederick, Maryland	___ Takoma Park, Maryland
___ Frederick County, Maryland	___ Upper Occoquan Service Authority
___ Gaithersburg, Maryland	___ Vienna, Virginia
___ Greenbelt, Maryland	___ Washington Metropolitan Area Transit Authority
___ Herndon, Virginia	___ Washington Suburban Sanitary Commission
___ Leesburg, Virginia	___ Winchester, Virginia
___ Loudoun County, Virginia	___ Winchester Public Schools
___ Loudoun County Public Schools	
___ Loudoun County Water Authority	

**ATTACHMENT J****NOTICE OF NEW VENDOR NUMBERING SYSTEM**

Effective July 1, 2010, all new and existing vendor numbers will adhere to a single consistent standard – the federal employer identification number of the legal entity doing business with Prince George's County, Maryland ("the County"). An employer identification number, or EIN, is a nine-digit number issued by the Internal Revenue Service (IRS) for a business entity. The digits are arranged as follows: 00-0000000.

**TAX PAYER IDENTIFICATION (TIN) MATCH** – Most County vendors previously submitted EIN information to the County using IRS Form W-9: Request for Taxpayer Identification Number and Certification. Before this new vendor number is established, the County will validate your name and number thru IRS eServices. The legal name and EIN for your business entity must be an exact match. The legal name should be the same as it appears on your social security card, charter, articles of incorporation, or other applicable document. You will be notified of any discrepancies. Any differences must be resolved before a Fiscal Year 2011 purchase order is released.

**SOLE PROPRIETORS** – To preserve confidentiality and as a good business practice, sole proprietors currently using a Tax Identification Number (such as a SSN or ITIN) for both personal and business activities will be required to obtain a federal employer identification number. The IRS will issue an EIN to sole proprietors who are in business for themselves without any employees. Sole proprietors with multiple trade names (DBA or doing business as) only need single EIN.

**HOW TO APPLY FOR EIN** – You can apply for an EIN online, by telephone, by fax, or by mail. Excerpts from IRS publications are provided on the reverse side of this notice. We recommend that you seek assistance on obtaining an EIN from either your tax advisor or IRS (by calling 1-800-829-4933, visiting a local Internal Revenue Service Center, or accessing online tips and videos at [www.irs.gov/businesses](http://www.irs.gov/businesses)).

This vendor numbering system is widely used by other private and public enterprises. Your cooperation as we make this process improvement is truly appreciated. You can ask questions about the County's vendor numbering system by contacting the Office of Central Services at 301.883.6400.

**HOW TO APPLY FOR A FEDERAL EIN**

**Before starting, collect forms and documents to answer the below questions**

**Complete IRS Form SS-4 – Application for Employer Identification Number**

**Form SS-4 is available online or by placing a telephone order for mail delivery**

**Online:** [www.irs.gov/businesses](http://www.irs.gov/businesses) downloads available 24/7  
**Phone:** Call 1-800-829-3676 delivery within 10 workdays

- Q 1 Legal name of entity (or individual) – no abbreviations or nicknames
- Q 2 Trade name of business (or doing business as) if different from legal name
- Q 3 If applicable – Name of Executor, Administrator, Trustee, or similar
- Q 4 Mail or Correspondence Address
- Q 5 If different – Physical Address – do not use post office box
- Q 6 County and state where principal business is located
- Q 7 Name of responsible party or person who directly or indirectly has ability to control, manage, or direct the entity and dispose of funds and assets
- Q 8 If applicable – LLC information
- Q 9 Type of Entity – sole proprietor, corporation, partnership, etc.
- Q 10 Reason for applying – do not enter N/A
- Q 11 Date business started or acquired
- Q 12 Closing month of accounting or tax year for your business
- Q 13 Highest number of employees expected in the next 12 months – zero is an acceptable response
- Q 14 Indicate whether you expect your employment tax liability to be \$1000 or less in a full calendar year and plan to annually file Form 941 instead of a quarterly filing of Form 941 for more than \$1000
- Q 15 First date wages or annuities were paid – if none – enter N/A
- Q 16 Principal activity of business, e.g., construction, retail, etc.
- Q 17 If applicable – more details about line of business
- Q 18 Indicate whether prior EIN was issued for this business

<b>ONLINE</b> <b>Immediate</b> <b>use</b>	24 hours a day, 7 days a week for all US businesses  Go to IRS website at <a href="http://www.irs.gov/businesses">www.irs.gov/businesses</a> Click on Employer ID Numbers On-line session must be completed in full – you cannot stop and return later View, print, and save EIN assignment notice at end of session
<b>TELEPHONE</b> <b>Immediate</b> <b>use</b>	Weekdays 7:00 AM to 10:00 PM  Call IRS at 1-800-829-4933 International applicants must call: 215-516-6999 The person making the call must be authorized to sign form SS-4 or be an authorized designee  An IRS agent will use the information to establish your account and assign an EIN The agent may ask you to mail or fax the signed Form SS-4
<b>FAX</b> <b>RT fax 4</b> <b>Days</b>	24 hours a day, 7 days a week Complete and fax Form SS-4 to the IRS  Internal Revenue Service Center Attn: EIN Operatio Cincinnati, OH 45999 859-669-5760
<b>MAIL</b>	Sign and mail Form SS-4 to service center address for business state
<b>4 – 5 Weeks</b>	Call 1-800-829-4933 to ask about status of mail applications

## ATTACHMENT K

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Prince George's County, Maryland, a body corporate and politic (the "County") and \_\_\_\_\_ (the "Contractor"), having a business address of \_\_\_\_\_.

WHEREAS, the County issued a Request for Proposal (RFP) No. \_\_\_\_\_, for an \_\_\_\_\_ to include complete administration of the program; and

WHEREAS, in response to the RFP, Contractor submitted technical and cost proposals to the County dated \_\_\_\_\_, offering to provide an \_\_\_\_\_ for Prince George's County; and

WITNESSETH, that for and in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

1. AGREEMENT DOCUMENTS. The Agreement between the parties (the "Agreement") is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Agreement Documents":

- A. This Agreement and all referenced Attachments;
- B. The County's Request for Proposal No. \_\_\_\_\_, dated \_\_\_\_\_, and Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ thereto (collectively, the "RFP"); and
- C. Contractor's Technical and Cost Proposals, both dated \_\_\_\_\_ (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Agreement Documents.

2. SCOPE OF WORK. The Contractor shall administer the County's \_\_\_\_\_ that shall include \_\_\_\_\_, in accordance with the Scope of Work and responsibilities as more particularly described in the Contract Documents, including, without limitation, Section \_\_\_\_\_ of the RFP.

3. COMPENSATION. The County shall pay the Contractor an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) for services provided in accordance with this Agreement and the unit prices set forth in the Contractor's Cost Proposal, dated \_\_\_\_\_, which is a part of this Agreement. (Attachment \_\_\_\_\_)

The Contractor shall submit monthly invoices that include the following:

- (1) Contractor's name and remittance address; and
- (2) Contractor's Tax Identification Number; and
- (3) Documentation as to the resultant service completed during the time covering the invoice.

4. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice.

5. **TERM OF CONTRACT.** This Agreement shall be effective as of \_\_\_\_\_ through \_\_\_\_\_ for the initial term of \_\_\_\_\_ years. The term of this Agreement may be extended for \_\_\_\_\_ additional \_\_\_\_\_ year periods upon mutual agreement of both parties.

6. **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with the Agreement, which the Contractor has incurred up to the date of termination. However, the Contractor shall not be paid any damages or be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

7. **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the County's option, become the County property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County contracts. Damages may include excess reprocurement costs.

8. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Contract Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be in this order:

- A. this Agreement;
- B. the Request for Proposal No. \_\_\_\_\_, dated \_\_\_\_\_ and Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ thereto (collectively, the "RFP");

C. the Contractor's Technical Response and Cost Proposal, both dated \_\_\_\_\_ (collectively, the "Proposal");

9. **NON-HIRING OF COUNTY EMPLOYEES:** The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

10. **LICENSURE REQUIREMENTS:** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

11. **CONFIDENTIALITY:** Neither party to this Agreement shall use or disclose any confidential information to identify a service recipient of any service provided or received pursuant to this Agreement for any purpose not directly related to the administration of these services, except upon written consent of the recipient of service(s) or the responsible parent or guardian of any minor recipient of services, unless the disclosure is required by court order, or as otherwise authorized in accordance with the terms and conditions of the HIPPA Business Associate Agreement between the County and Contractor, which is attached hereto (Attachment \_\_\_\_) and incorporated by reference. The Contractor shall be in compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

12. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

13. **DISCLOSURE.** Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase or any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

14. **INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

15. **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Contract Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16. **ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Contract, or its power to execute any of the Contract Documents, to any other person, firm or corporation, without the previous written consent of the County's Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

17. **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the County.

18. **PROJECT COORDINATOR.** The County will designate a Project Coordinator in the Office of Human Resource Management who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County:

With Copies to: Purchasing Agent  
Office of Central Services  
Suite 336  
1400 McCormick Drive  
Largo, Maryland 20774

And Copies to: County Attorney  
Office of Law  
14741 Governor Oden Bowie Drive, Room 5121  
Upper Marlboro, Maryland 20772

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

21. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

22. **RECITALS.** The Recitals are expressly incorporated herein by reference.

23. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such

gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

24. CUMULATIVE RIGHTS; WAIVERS. Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Contract Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Contract Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

25. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

26. FINAL AGREEMENT. This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.

27. CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS. The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

## CONTRACTOR:

Attest:

---

Name:

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

Title: \_\_\_\_\_

## COUNTY:

PRINCE GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_

WITNESS

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

Title: Chief Administrative Officer

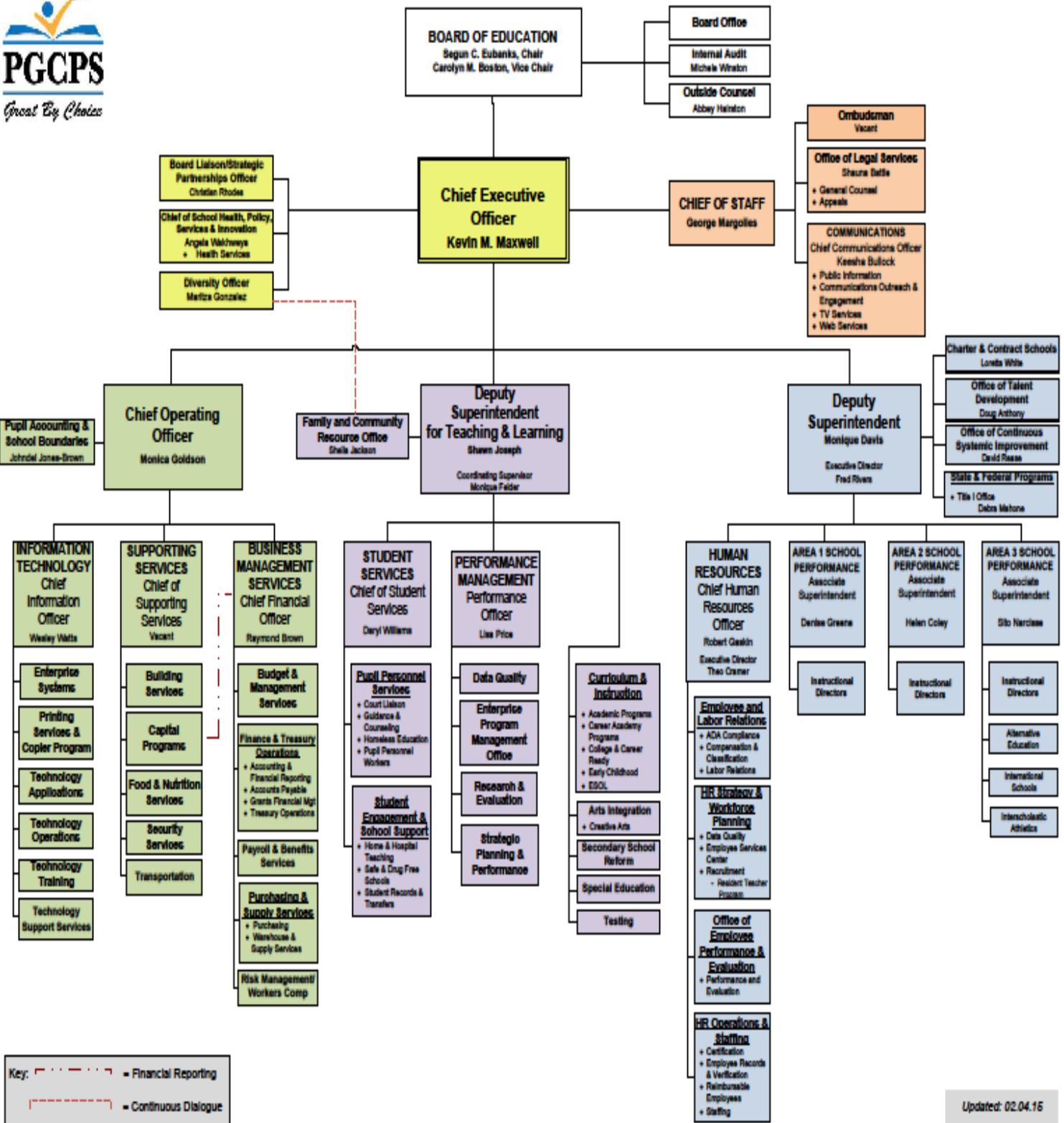
Reviewed and Approval Recommended:

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Reviewed for Legal Sufficiency:

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Office Of Law

**ATTACHMENT L**

## **ATTACHMENT M**

COST PROPOSAL		
# of Hours	Hourly Billing Rate	Total Cost

### Staff Costs:

Partner

Manager

## Staff

## Overhead Costs:

## Printing and Reproduction

## Travel

Other (please detail by cost below):

## Grand Total Cost Proposal for RFP S15-028

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

**Exhibit I****VENDORS OATH AND CERTIFICATION**

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT**

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

**Certification of Bidder**

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Name of Firm/Partnership/Corporation:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
P.G.C. Form #4318 (Rev. 12/93)



## **Exhibit II**

## **PART "B" - BIDDER'S QUALIFICATION STATEMENT**

Part B is Bidder's Qualification Affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with bid.

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
a party interested in obtaining a contract with Prince George's County under conditions set forth in documents for Bid No. \_\_\_\_\_.
2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

## **ACKNOWLEDGMENT (Corporate)**

I, \_\_\_\_\_ certify that I am the  
Name (Printed)

of and  
Title and Office Business Entity

that \_\_\_\_\_ who signed the above Affidavit/  
Name (Printed)

is \_\_\_\_\_ of said entity; that I know his/her  
Title

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement is true to the best of my knowledge and belief.

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

---

(Name Printed) (SEAL)

\_\_\_\_\_  
(Signature) (SEAL)

\_\_\_\_\_  
(SEAL)