



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson, MBA, CPPO, NIGP-CPP

Director of Purchasing and Supply Services

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

REQUEST FOR PROPOSAL (RFP) DBS26-008 Asbestos Abatement and Related Services

ISSUED BY:	The Department of Purchasing & Supply Services
SOLICITATION NUMBER:	DBS26-008
RELEASE DATE:	Wednesday, August 20, 2025 @ 2:00 p.m.
PRE-PROPOSAL MEETING:	Not Applicable for this Solicitation
QUESTIONS DUE DATE/TIME:	Wednesday, August 27, 2025 @ 2:00 p.m.
PROPOSAL DUE DATE/TIME:	Wednesday, September 17, 2025 @ 2:00 p.m.
DIRECT INQUIRIES TO:	vera2.jones@pgcps.org

To All Prospective Offerors:

Prince George's County Public Schools (PGCPS) is soliciting sealed proposals from qualified vendors in response to this Request for Proposals (RFP) solicitation No. **RFP DBS26-008 to provide Asbestos Abatement and Related Services.**

Solicitation Documents may be obtained by download the solicitation by accessing :

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

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

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

IFB DBS26-008 Furnish and Deliver Safety Glass, Window and Sheet Glass



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PART I: INTRODUCTION AND BACKGROUND:

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

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

1. PURPOSE

The Board of Education of Prince George's County (hereafter referred to as "The Board," "PGCPS," "PGCPS-Building Services", "The District," "School System" or "The School District") is seeking proposals from qualified **Asbestos Abatement and Related Services Businesses** (hereafter referred to as, "Vendor," "Contractor," "Offeror", "Respondent", "Firm," or "Implementer") for services as defined in Part III, Scope of Work. These goods and services are to be performed principally for the Department of Building Services; however, services may be requested by other Departments within the Prince George's County Public School system.

2. SUMMARY OF SCOPE

The BOARD requests proposals for the work detailed and specified in the Request for Proposal (RFP). This RFP will be used to provide **Asbestos Abatement and Related Services on an as needed basis**. The Offeror shall be fully qualified and properly licensed to serve as a ready supply source for the items listed in this RFP. Responses submitted must meet or exceed all requirements. Proposals that do not meet all requirements will be considered non-responsive. All exceptions must be noted.

3. NON-EXCLUSIVE

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

4. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

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



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

5. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Offeror and The BOARD or date specified in the Notice of Award (the “Effective Date”) and shall continue for a period of three (3) years (“Initial Term”). In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) one-year option periods successive (each a “Renewal Term”) at the prices established at contract award. “Term” means the Initial Term and any Renewal Term(s).

6. OPTION TO EXTEND SERVICE

The Board may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months without the approval of the Board.

7. CONTRACT TYPE

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

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

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

9. CONTINUITY OF SERVICES

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

10. BONDING

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

A. **BID BOND (Not Required)**

If applicable, the bid bond will be in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the



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work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.10). The bond must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

B. PERFORMANCE AND LABOR BOND (TBD)

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

11. POINT OF CONTACTS

PGCPS Purchasing and Supply Services and the Designated Procurement Contact is the Issuing Office and the sole PGCPS Point of Contact responsible for the solicitation prior to contract award. Correspondence and communication throughout the solicitation, evaluation and contract award shall be limited to the PGCPS Issuing Office, the sole point of contact for purposes related to the services included within this solicitation and/or preparing a proposal in response to the solicitation.

All inquiries related to this procurement must be handled by PGCPS Purchasing and Supply Services officials. Failure to comply with this directive may, at the sole discretion of the Board, result in the disqualification of an offeror from the procurement process.

Performance under an awarded contract will be under the direction of PGCPS Purchasing and Supply Services for all matters related to an awarded contract and contract compliance. The Technical Point of Contact(s) department and information will be provided upon contract award. Offer shall be accountable to the PGCPS Technical Representatives within the end user department for management of daily activities of the contract, contract scope, and project coordination.

PROCUREMENT CONTACTS

Vera Jones, Procurement Specialist

vera2.jones@pgcps.org

TECHNICAL CONTACT

Provided upon Contract Award



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PART II: INSTRUCTIONS TO OFFERORS

1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

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

By submitting an offer in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the contract by reference.

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

2. PROPOSAL SCHEDULE

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

Solicitation Milestones	Milestone Date and Time
Issue RFP Solicitation	Wednesday, August 20, 2025
Pre-Proposal Conference	Not Applicable for this Solicitation
RFP Questions Due Date and Time	Wednesday, August 27, 2025, 2:00 p.m.
RFP Addendum Posted (Approximate)	Wednesday, September 3, 2025, 3:00 p.m.
RFP Proposal Due Date and Time	Wednesday, September 17, 2025, 2:00 p.m.
Evaluation Period	September 2025
Board Approval	TBD
Contract Award (Approximate)	October 2025
Project Implementation	Ongoing As Needed

Note: The above dates are estimated and are subject to change.

3. QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to vera2.jones@pgcps.org. To be given consideration, the questions must be received **NO LATER THAN 2:00 p.m., EST on Wednesday, August 27, 2025**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPS website www.pgcps.org/Purchasing and



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www.emarylandmarketplace.com . Please do not submit questions in PDF format. Use "QUESTIONS: DBS25-006" in the subject line of your email.

4. PROPOSAL SUBMISSION REQUIREMENTS

In order to be eligible, proposals must be received via eMaryland MarketPlace Advantage (eMMA) no later than **2:00 p.m. on Wednesday, September 17, 2025.**

5. eMARYLAND MARKETPLACE ADVANTAGE (eMMA)

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, **to publish notices** of procurement and procurement awards on the State's ecommerce website eMaryland Marketplace Advantage (eMMA).

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

6. PROPOSAL MARKINGS

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

7. PROPOSAL SUBMISSION LAYOUT

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

Each Proposal Volume shall be submitted as a SEPARATE FILE:

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

8. OFFEROR DELIVERY

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

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



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a. **VOLUME I – TECHNICAL PROPOSAL**

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

1) **TAB A – TRANSMITTAL LETTER**

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

- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors' Federal Tax Identification Number.
- c) The Offerors' PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at <https://www.pgcps.org/offices/purchasing/isupplier>
- d) A brief statement of the Offerors' understanding of the work to be done, their commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred eighty (180) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

2) **TAB B – LEGAL CLAIMS**

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

3) **TAB C – EXPERIENCE AND CAPABILITIES**

Offeror shall prepare and present a Technical Proposal in such a way as to demonstrate the degree to which the Offeror has actually performed similar work and has the technical expertise, capacity, staffing, experience and capabilities to perform and satisfy the requirements of the RFP as outlined under **Part III, Scope of Work.** Offeror's technical experience and capability shall include but is NOT limited to the items below:

- **Qualifications Statement**

Offeror must provide a qualifications statement detailing scope, experience and qualifications to receive a contract under this RFP. Statement shall include documentation and evidence meeting and/or exceeding the following eligibility requirements.

- a. Offeror shall be a business firm with not less than three (3) years of experience.



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- b. Offeror shall have experience of a similar type and size to PGCPS to fulfill the material requirements on demand and such experience shall be upon projects that have been completed by the Offeror within the last three (3) years. (See Appendix B).
 - c. Offeror shall submit a minimum of three (3) Recent/Past Performance References for contracted work of similar response time and scale to PGCPS.
 - d. Offeror shall identify and describe technical requirements, any hardware, software, processing or other requirements that will be necessary in order for PGCPS and its uses to fully interface with the vendors curriculum, recordkeeping and data management, the recommended technology configuration necessary to efficiently access and perform all online functions and the capacity to support automotive data exchange.
- Compliance Statement

Offeror must provide a compliance statement detailing certification, licensure, and capacity to meet and maintain the following compliance requirements throughout the term of an awarded contract, if awarded.

- a. All workers and supervisors providing services on a PGCPS awarded contract are required to be AHERA certified. All work must comply with all applicable Federal, State and County regulations. Work performed in PGCPS buildings fall within the regulatory authority of the Asbestos Hazard Emergency Response Act (AHERA).
- b. Vendor must provide appropriate notification per applicable regulatory agencies.
- c. Vendor is licensed under the Maryland COMAR Regulations pertaining to asbestos removal.
- d. All employees performing work under an awarded contract must have received training per the COMAR Regulations (26.11.21) and have photo identification.
- e. The Vendor shall maintain an Abatement Supervisor (as described in the AHERA Regulations) throughout the term of an awarded contract . The Abatement Supervisor shall be responsible to always be onsite during an awarded project and present documentation of all workers certificates and State of Maryland Asbestos Cards when requested.

b. **VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE)**

Minority Business Enterprise (MBE) is defined as any legal entity, other than a joint venture, that is at least 51 percent owned and controlled by one or more minority person(s), organized to engage in commercial transactions.

Minority business firms will be considered as minority business contractor or subcontractor, if certified by any of the following: Prince George's County Government and the Maryland Department of Transportation (MDOT).



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The MBE goal of **30%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms.

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

- 1) If the Offeror is NOT MBE certified by PG County Government or MDOT, a waiver may be granted by the Board of Education. Any request for a waiver must be submitted with the Proposal using Request for Waiver (Download MBE Attachment 4 to A.P. 3325). The Offeror will present a reasonable demonstration that MBE participation was impossible to obtain or was not obtainable at a reasonable price, and that the public interest is served by a waiver.
- 2) The Minority Business(es) must be identified in an Affidavit at time of proposal submission and cannot be changed without prior approval of the Director of Purchasing and Supply Services. Minority Business Enterprise Utilization Affidavit must be submitted as part of the proposal **(Download MBE Attachment 2 to A.P. 3325).**

To access forms, click

<https://www.pgcps.org/offices/purchasing/minority-business-enterprise>



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County Funded (Required)

- A minimum MBE goal of **30%** has been established in the contract that will result from this solicitation (See MBE Administrative Procedures 3325 and Attachments). The MBE information shall be submitted in PDF format. Offerors may submit Volume III MBE electronically on eMMA under the Technical Proposal folder in a separate file. Offeror should not include any portion of their technical or financial proposal in its MBE Proposal.
 - MBE - A- Offerors shall include all documents that apply as required in Part IV, General Terms and Conditions and 19.0 MINORITY BUSINESS ENTERPRISE PROGRAM.
 - MBE - B - Offerors shall outline how they will meet or exceed the MBE goal during the contract period of performance.

State Funded – (Not Required)

- An overall minimum MBE goal of **0%** with a minimum 0% African American-owned businesses, and 0% Women-owned businesses has been established in the contract that will result from this solicitation (See MBE Administrative Procedures 7419 and Attachments). The MBE information shall be submitted in PDF format. Offerors may submit Volume III MBE electronically on eMMA under the Technical Proposal folder in a separate file. Offeror should not include any portion of their technical or financial proposal in its MBE Proposal.
 - MBE - A - Offerors shall include all documents that apply as required in Part IV, General Terms and Conditions and 19.0 MINORITY BUSINESS ENTERPRISE PROGRAM.
 - MBE - B - Offerors shall outline how they will meet or exceed the MBE goal during the contract period of performance.

c. **VOLUME III – COST PROPOSAL**

The **Cost Proposal shall consist of the Financial Stability documentation and the Cost Proposal Form- Attachment A**. Offerors shall not include any portion of their Technical Proposal in its Cost Proposal. Offerors that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.

Pricing must include all labor, delivery, materials, tools, and equipment to perform work. Items or costs required to provide the services and deliverables as proposal but not identified in the Offeror pricing proposal will be the sole responsibility of the Offeror.

The Cost Proposal shall consist of Tab A - Financial Stability documentation and Tab B- the Cost Proposal Form, Attachment A. Proposals that do not include both will be ruled non-responsive.

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



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- a. Dun & Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

- 2) **TAB B- Cost Proposal.** Offerors shall provide the Cost Proposal in **Microsoft Excel** format (**Attachment A**). Offerors should not include any portion of their Technical Proposal in its Cost Proposal. Do not amend, alter, or leave blank any items on the Proposal Form or include additional clarifying or contingent language on or attached to the Proposal Form. Items or costs required to provide the materials, services, and or deliverables as proposed, but not identified will be the sole responsibility of the Offeror. All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. The Cost Proposal shall include all-inclusive rates.

- Offerors must submit an Attachment A – Cost Proposal Form (See attached). Proposals that do not meet all requirements will be considered non-responsive. All exceptions must be noted.

d. **VOLUME IV - Appendices**

The Offeror shall sign, date, and notarize where applicable all appendices identified.

All Appendices shall be packaged together as one (1) file.

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

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



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PART III: SCOPE OF WORK

1. OVERVIEW

The Board requests sealed proposals to provide **Asbestos Abatement and Related Services** for the removal of asbestos containing vinyl floor tile (VAT) with associated mastic, ceiling tile (lay-in), sprayed applied fire proofing, pipe fittings, thermal system insulation, cementitious panels ("Transite") and any other asbestos containing building material (ACBM). The vendor will provide all labor, materials, supervision, permits and all other incidentals required to perform. In addition, work may involve environmental, health or interior repairs. The asbestos vendor is to retain primary responsibility for all means, methods, sequencing and coordination during the asbestos abatement phase.

The term Offerors shall be defined as an individual, partnership, or corporation which submits a proposal in response to this RFP.

PGCPS reserves the right to award to multiple Offerors to fulfill the anticipated requirements. All subcontractors are at the responsibility of the Prime Offeror.

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

2. CONTRACTOR QUALIFICATIONS

Awarded Offerors (hereafter referred to as, "Vendor," "Contractor,") **must maintain** experience and qualifications required to receive contract award throughout the term of an awarded contract pursuant to this RFP.

- a. All workers and supervisors are required to be AHERA certified.
- b. All work must comply with all applicable Federal, State and County regulations. Work performed in these buildings fall within the regulatory authority of the Asbestos Hazard Emergency Response Act (AHERA).
- c. The vendor must be licensed under the Maryland COMAR Regulations pertaining to asbestos removal.
- d. All employees performing work on this project must have received training per the COMAR Regulations (26.11.21) and have photo identification.
- e. The Offeror shall ensure that an Abatement Supervisor (as described in the AHERA Regulations) is onsite at all times during this project.
- f. The Abatement Supervisor shall be able to present documentation of all workers certificates and State of Maryland Asbestos Cards when requested.
- g. The vendor must provide appropriate notification per applicable regulatory agencies.

3. CONTRACTOR REQUIREMENTS

- a. Shall ensure complete adherence to all requirements detailed in the RFP. Adherence to Federal, State, and local regulations.



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- b. Have the capability to provide other environmental services (i.e. replacement of materials abated).
- c. PGCPS may need to provide guidance to support staff.
- d. Utilize effective methods and strategies for project implementation and work oversight
- e. Review on an on-going basis, and revise the program and services, if necessary, to provide more effective services.
- f. Ensure there is an assigned Company supervisor that attends meetings and can present a report to update PGCPS supporting staff the results and status of services provided.
- g. Provide a single point of contact, i.e. supervisor/manager, to oversee assigned staff, support plans, monitor completion and manage/facilitate training to PGCPS Staff if needed.
- h. Ensure implementation of any Federal, state or local regulations and guidance procedures that are developed and distributed during the term of the contract. It is required that the vendor agree to implement services in accordance with Maryland State Department of Education guidelines while governed by this contract in accordance with all applicable statutory and regulatory requirements.
- i. Ensure contracted providers hired by the agency are employees of the agency and not considered subcontractors of the agency.
- j. Report changes in staff to the PGCPS project manager in a timely manner and present a solution within ten (10) business days.
- k. The Vendor shall provide monthly documentation reports.
 - i. Within ten (10) working days post contract award, the Vendor shall schedule an Initial Management Plan Meeting with PGCPS to address data points, programming and coordination of services. Ten (10) days following the completion of the meeting, the awarded Contractor(s) will be required to submit a management plan.
 - ii. The Vendor shall ensure that all direct and in-direct services provided are aligned with PGCPS academic calendar. The Vendor shall also ensure that no additional charges will be incurred for a service provided completed outside of the scope of an agreed upon systemic workday.
 - iii. The Vendor shall assign and provide highly qualified personnel, without regard to their religious affiliations, or lack of such affiliations, gender, and disability.
 - iv. The Vendor shall ensure they will coordinate with the designated central office point of contact and boundary public school to ensure all required processes; procedures and documentation are completed within mandated timelines. This includes, but is not limited to: data tracking, progress report, state documentations.
 - v. The awarded Vendor(s) shall provide a list of staff members that have completed the fingerprinting and criminal background checks. In addition, all providers must complete the Safe Schools Training as outlined in the RFP. All offerors shall detail in their management plan how they intend to ensure the requirements are continuously met by each employee.
 - vi. If services are interrupted due to absence or unavailability, the Vendor will seek to provide an alternative solution to complete the contractual agreement and consult with the Prince George's County Public Schools.



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- vii. The Vendor shall submit its plan to assess monthly progress to Prince George's County Public Schools for review and approval with its initial Management Plan.
- viii. Disciplinary removal (no additional cost when notified within twenty-four hours of scheduled service).

4. SITE VISITS

Contractors must ensure that their prospective asbestos abatement contractor / subcontractor visits the building as determined by the project scope of work. A site visit can be arranged by contacting the Board's Environmental Office at (301) 952-6507. **No unauthorized visits will be permitted.** Records of site visits are kept. Asbestos abatement subcontractors found not following this requirement can be rejected by the Board.

5. REMOVAL OF ACBM FOUND AFTER ABATEMENT WORK HAS FINISHED

If any thermal insulation or other ACBM, detailed on the attachments, is found remaining in the building after conclusion of abatement work by the vendor, such material must be removed by the same asbestos abatement vendor who performed the other phases of the asbestos removal project within 48 hours of notification and at no additional expense to the Board.

6. ASBESTOS SHOP DRAWINGS

Not later than ten (10) calendar days after receipt of a contract award, the successful vendor shall submit a detailed removal plan, including shop drawings, prepared and signed by an accredited AHERA project designer, for the Board's approval. The drawings shall detail the following items for each work section:

- a. Work areas
- b. Work entrance and exit points
- c. Shower and clean room locations
- d. Locations and quantities of negative pressure ventilation equipment
- e. Storage locations for supplies and equipment
- f. Storage locations for removed materials prior to such materials being transported off site
- g. Cleanup and waste disposal plans
- h. The locations of any demolition activity the vendor may undertake in order to gain access to remove any ACBM
- i. Work schedule
- j. Number of workers and copies of their qualifications

7. NOTIFICATION TO REGULATORY AUTHORITIES

The vendor is responsible for making notification to the Maryland Department of the Environment-Air Management Administration, the Environmental Protection Agency (EPA) and any other regulatory authorities with jurisdiction. Copies of such notification must be provided to the Board before work can begin.

8. ALTERNATIVE PROCEDURES

Procedures described in the specifications are to be used at all times. If the specified procedures cannot be utilized, the vendor shall provide a written statement to the environmental office



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describing the problems encountered and recommended alternatives. Any alternative procedures must be approved by the environmental office and regulatory authorities before implementation.

9. MONITORING WORK PROGRESS

The Board's Environmental Office and/or contracted industrial hygienist may monitor the progress of work. This person(s) shall have the authority to make work-in-progress inspections at any time and to stop work if, in their opinion, an immediate health threat exists to the public or to the vendor's employees due to improper work methods or noncompliance with the specifications or regulations.

In situations where job site performance is unsatisfactory, but does not present an immediate health threat to the public or workers, a written warning will be given to the vendor. A deadline will be given to correct the referenced situation.

10. PERMISSION TO BEGIN WORK

- a. Prior to asbestos abatement activities (including preparatory work such as containment system fabrication), a pre-job meeting shall be scheduled, at which time the vendor shall submit proof satisfactory to the environmental office that all required permits and arrangements for transportation and disposal of waste materials have been made.
- b. The vendor is not to begin any site work, either actual abatement or preparatory work, until he/she has received written permission from the Environmental Office.
- c. After completing preparatory activities in each work area, the vendor must arrange for a site inspection by the Board's representative before authorization to begin actual asbestos removal. During this inspection, the vendor shall demonstrate that the containment system, work entrance way, shower, and clean room all meet the specifications. Additionally, he will be required to prove proper operation of the negative pressure ventilation equipment, including establishing that a minimum .02 in. water column of negative pressure is created between the work area and outside the work area. This inspection process shall be repeated as each new work area is established. **No asbestos removal can begin until the satisfactory completion of such an inspection.**

11. AIR SAMPLING BY THE VENDOR

- a. The vendor will be responsible for conducting and paying for "personal" air samples.
- b. Exposure monitoring of the work place for employees safety will be performed in accordance with Occupational Safety and Health Administration (OSHA) Asbestos Regulations for the Construction Industry (29 CFR 1926.1101).
- c. Verbal results for all vendor originated samples shall be supplied to the Board within 24 hours, with written results maintained at the work site.

12. DAMAGE TO THE BUILDING

Care shall be taken by the vendor not to damage live electrical wiring or active water piping. Any such damage will be corrected per all relative codes and regulations at the vendor's expense.

13. WORK SCHEDULE

All asbestos removal must be completed within thirty (30) calendar days from when the vendor receives either a notice to proceed (NTP) from the Environmental Office Supervisor or Designee or is in receipt of a purchase order, whichever occurs first.



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14. SALVAGEABLE ITEMS

- a. The abatement vendor shall coordinate any demolition work required to access ACBM with the general vendor.
- b. Debris generated when accessing materials shall be discarded by the vendor.

15. DISPOSAL OF ASBESTOS

- a. The vendor is free to utilize any landfill approved to accept friable asbestos waste. The vendor shall submit with his/her Proposal response the name and address of the facility he/she proposes to use.
- b. Transportation of asbestos waste must comply with all Federal, State and County Regulations.
- c. Copies of all disposal manifests, transportation manifests and other documentation of legal disposal shall be supplied to the Board as disposal occurs. **No payment will be made without such documentation of proper disposal.**

16. EQUIPMENT

- a. A sufficient quantity of negative pressure ventilation units, equipped with HEPA filtration, shall be utilized so as to provide a minimum one work place air change every fifteen (15) minutes, and a negative pressure differential inside the work area equal to, or greater than, .02 inches of water column. Also, a chart recording manometer device to continuously record the negative pressure reading within the work area shall be operated by the vendor.
- b. These charts shall be maintained at the work site and subject to examination by the Board.
- c. A sufficient quantity of scaffolds, ladders, lifts, equipment, and hand tools shall be provided by the vendor as needed. Under no circumstances, will the vendor be allowed to use equipment owned by the Board
- d. The asbestos vendor must arrange and coordinate his/her power, water, telephone, etc. requirements with the general vendor. All associated work shall be performed by properly licensed personnel.

17. ASBESTOS-CONTAINING BUILDING MATERIALS (ACBM) REMOVAL PROCEDURES:

a. Friable Materials

- i. Removal of friable ACBM shall be conducted in a regulated area, including hygiene facilities, as described in OSHA Regulations 29 CFR 1926.1101 unless an alternative method has been approved by the E.P.A., the Maryland Department of the Environment and the Board, after supporting documentation has been presented to the Board for its approval.
- ii. Work practices and engineering controls, as listed in 29 CFR 1926.1101, shall be used when removing friable asbestos materials.
- iii. The vendor shall use work practices designed to prevent creating dust and/or releasing fibers into the air when performing tasks associated with replacing the roof drains or repairing decking. A detailed plan, relative to accomplishing this aspect of the job, must be submitted to the environmental office for approval prior to the commencement of work. The project cannot begin until the Board has approved the plan.

b. Non-Friable Materials

- i. Not applicable in base Proposal of this contract.



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18. FINAL CLEARANCE TESTING

- a. Initial final clearance air testing will be conducted by the company engaged by the Board. In the event the initial test shows the average concentration of asbestos of five (5) air samples collected within the containment area are greater than 70s/mm², the Board will deduct the cost of the second and subsequent final air clearance tests in the affected "work area" from the vendor's final retention.
- b. Each work area will be treated separately for final air clearance testing. The testing will take place as soon as feasible once abatement work is finished.
- c. The vendor shall notify the Board's representative at least 48 hours in advance of a request for the final air sampling in each area. Following the satisfactory completion of a visual inspection by Board personnel, the Board will arrange for an air monitoring professional to aggressively sample the air in the work area for airborne asbestos fiber concentrations.
- d. The area shall be dry before testing.
- e. Transmission electron microscopy (TEM) shall be used to analyze all final clearance air samples.
- f. The Board reserves the right to require that the whole work area be re-cleaned, at no additional cost, even if the average concentration of asbestos of five air samples collected within the containment area are less than 70s/mm², if the result of if a single one (1) sample collected within the work area yields a result of 80s/mm² or above.

19. BUILDING CONDITION (CLEAN UP)

The vendor shall remove all debris (material packaging, lunch bags, soda bottles, etc.) from the building. The vendor is responsible for the disposal of any non-asbestos debris generated while performing the asbestos removal work phase of the project.

20. PERMITS

The vendor shall, without additional cost to the BOARD, be responsible for obtaining and paying for any necessary licenses, inspections, governmental approvals and permits for complying with any and all FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work.

21. INVOICES

Invoices and supporting documentation must be submitted to Accounts Payable at 14201 School Lane, Room 130, Upper Marlboro, MD 20772. Invoices are to be submitted after the work has been completed.

Upon completion and invoicing to PGCPS Accounts payable, please submit a copy of invoice(s) to Building Services, Board of Education of Prince George's County, 13300 Old Marlboro Pike, Room 13, Upper Marlboro, Maryland 20772-9983.

22. INSPECTION

All materials shall be subject to inspection and approval by the PGCPS designated representative. All corrections shall be completed as soon as the Board notifies the contractor at no additional cost to the Board.



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23. UNFORESEEABLE CONDITIONS

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

24. DAMAGE

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

25. VANDALISM/THEFT

It shall be the sole responsibility of the Contractor to protect and safeguard materials and/or equipment. PGCPS shall not assume any responsibility for vandalism or theft of the contractor's materials, products, and/or equipment. The Contractor shall obtain permission from the PGCPS Technical Lead or its designee before storing materials/equipment on PGCPS premises.

26. IMPLEMENTATION TIMEFRAME

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

27. MATERIAL MARK UP

The Contractor may be required to provide materials, and subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment, and/or subcontractors, the compensation will be based on the actual cost of the materials or equipment rental and/or subcontractors and **shall not exceed a 10% markup**.

Invoices, which include materials, and equipment rental, or subcontractor charges shall be accompanied by supplier's/subcontractor's original invoices to substantiate cost to Contractor. The Contractor shall make every attempt to obtain the lowest price for the materials and equipment rental equipment.

28. WARRANTY

The successful Offeror shall, without undue delay, make any necessary adjustments, replacements, to the satisfaction of the Board, without additional costs.



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PART IV: PROPOSAL EVALUATION AND AWARD

1. EVALUATION COMMITTEE

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

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

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

2. EVALUATION PROCESS

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

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



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others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

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

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

4. EVALUATION FACTORS

Vendors must demonstrate their response to the evaluation criteria. Proposals will be evaluated based on the following criteria:

a. Quality of Technical Approach to satisfying requirements	40%
b. Depth of Experience and Capabilities	20%
c. Past Performance and References	20%
d. Pricing	20%
Total	100%

See Part III, Scope of Work for additional information.

5. PROPOSAL AWARD

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

PGCPS retains the right to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown and may reject any proposal which indicates any omission, contains alteration of form or additions, or imposes conditions, or offers alternate items and may make any award which is deemed in the best interest of the PGCPS or to make no award at all at its sole discretion.



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PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

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

2. CORPORATIONS

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

3. CERTIFICATES AND AFFIDAVITS

All Offerors shall be required to complete the certificates and/or affidavits that are incorporated into the proposal pages of this specification. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and Small Business Enterprise affidavit.

4. SPECIAL SAMPLES WITH CERTIFIED APPROVAL

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

5. PROPOSAL PREPARATION FEES

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

6. RIGHT TO PROTEST

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

- a. An interested party (bidding of standing or Offeror) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the Offeror or Offeror that their proposal or bid will be rejected.



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- b. Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A Offeror of standing is a Offeror who would be directly next in line for an award should the protest be supported.
- c. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - i. The name address and telephone number(s) of the protester.
 - ii. Identification of the solicitation
 - iii. Statement of reasons for the protest
 - iv. Supporting documentation to substantiate the claim
 - v. Proposed remedy to resolve

7. APPEAL OF CONTRACT AWARD DECISION:

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

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

8. COMMENCEMENT OF SERVICES

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

9. ADDENDA

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



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- c. Failure of any Offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award

10. STATEMENT OF CONFIDENTIALITY

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

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

11. TERM OF AGREEMENT

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

- a. The Offeror warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract.
- c. The Board expects all vendors to provide cost reductions recommendations.
- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the Offeror/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the Offeror/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

12. MARYLAND PUBLIC INFORMATION ACT REQUESTS

This solicitation is subject to Maryland Public Information Act Requests. In anticipation of MPIA requests, PGCPS requests Vendors submit with their proposal a redacted Technical and Pricing Proposal in the appropriate Technical and Pricing envelopes in eMMA.



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PGCPS respectfully requests that your company provide us with a sanitized/redacted copy of the Technical, Cost, MBE proposals. However, please do not redact confidential information to the degree where the information redacted is unreadable. Therefore, we request vendors to adhere to the following:

- a. Highlight the confidential information or strikethrough the data that you consider to be confidential. Do not redact the data to the degree where the "redacted" information is not legible. As such, please do not "black out" confidential information.
- b. Provide a justification as to why each "redaction" is considered by your organization to be confidential. PGCPS will not release a vendor's proposal without first notifying them of the initial request for solicitation documents. When MPIAs are requested, the PGCPS General Counsel's Office will review the "redacted/sanitized" documents provided by the participating vendors for this solicitation to for compliance with MPIA law. If the General Counsel's Office determines any portion of the "redacted" data to not be confidential, the General Counsel's Office will contact your organization to discuss its review in an effort to reach an agreement on the release of this data.

13. PRE-PROPOSAL MEETING (See the RFP for specific dates and times)

A pre-proposal meeting is scheduled in accordance with the information contained in the RFP.

14. PAYMENT TERMS

The Offeror shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice and confirmation of receipt of services and or goods.

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

Invoices and supporting documentation must be submitted to Accounts Payable at 14201 School Lane, Room 130, Upper Marlboro, MD 20772. Invoices are to be submitted after the work has been completed.

Invoices must be submitted within 30 days of services being rendered. Invoices must contain the following minimal information, or they will be returned, and payment will be delayed:

- a. Purchase Order Number
- b. Location of Service
- c. Description of Product/Service
- d. Time on Job
- e. Material(s) Cost, if applicable
- f. Inspection Fee, per location
- g. Total amount of invoice



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Invoices lacking detailed billing information and confirmation of receipt of goods and or services will be returned to the contractor for corrections; thus, causing a delay in payment.

15. MINORITY BUSINESS ENTERPRISE PROGRAM

The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires proposals for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. Information about this program and forms can also be downloaded. **See MBE Administrative Procedures (AP) 3325.** <https://www.pgcps.org/offices/purchasing/minority-business-enterprise>

- a. The Minority Business Enterprise program is to inform prospective OFFERORS that the proposal of the initially deemed lowest responsive Offeror, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure.
- b. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.

16. LOCAL MBE INITIATIVE

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

17. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

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

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

18. E- COMMERCE

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



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19. INSURANCE

All OFFERORS shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix F, "Certificate of Insurance Coverage").

20. CYBER LIABILITY INSURANCE

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

21. LIQUIDATED DAMAGES

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

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

- a) Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b) All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c) Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d) Safety Management System (reserved).
- e) Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f) Prior to initiating any work at a school building, current and future employees of Vendor



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must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

- g) Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:
- i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager

23. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

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

24. PROTECTION OF STUDENT RECORDS

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

If required in support of the contract, the Offeror or its affiliates or subcontractor shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the



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confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

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

25. LEGAL COMPLIANCE

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



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- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

26. EPA COMPLIANCE

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

27. BONDING-[RESERVED]

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

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

28. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

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

- a. Offeror shall complete and submit an Appendix J, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign OFFERORS (out of state).
- b. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

29. PERSONAL IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of



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

30. OFFEROR PERFORMANCE EVALUATION

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



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PART VI: SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual proposal requests. It shall be the Offeror's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Offeror's compliance with said legal requirements. If the Offeror fails to maintain legal compliance, The Board may find said Offeror in default.

1. REQUEST FOR PROPOSAL (RFP)

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

1. GENERAL REQUIREMENTS

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that



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will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

- e. **AGGREGATE PROPOSALS:** Where provision is made on the cost proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate proposal is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate proposal should be consistent with the total quoted price for an aggregate proposal. No proposal or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded



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Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. **SUB-CONTRACTOR:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-Officer(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the sub-Officer(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Officer agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

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

- m. **CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL**
- In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All OFFERORS are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 - All OFFERORS should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince



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George's County Public Schools employees from benefiting from business with the school system.

- All OFFERORS are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

2. PRICES

- UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid response, the unit price shall govern.
- UNITS OF MEASURE: Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- DELIVERY CHARGES: All prices shall include FOB Destination.
- CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- PRICE REDUCTIONS: The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- TAXES: The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

3. ITEM DELIVERY

- GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **7:00 a.m. and 3:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendors will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.



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- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

4. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and OFFERORS who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.



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- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT (N/A):** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT (N/A):** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

5. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a offer response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **VENDOR ADDRESS:** Each offer must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the bid in the absence of written instructions from the Vendor to the contrary.
- c. **SAMPLES:** If required as indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The



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Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the bid.

- d. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

6. ANNULMENTS AND RESERVATIONS

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

7. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.



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- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d. Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, by providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- e. Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

8. GOVERNING LAW & VENUE

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

9. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are



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submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

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



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Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

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

10. CHANGES IN TERMS OR DELIVERY

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

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

Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE



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APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND OFFEROR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

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



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ACKNOWLEDGMENT OF ADDENDA (when applicable)

The company/firm acknowledges the receipt of the following addenda for **RFP DBS26-008**. Vendor must sign below to acknowledge receipt for each Addendum. Vendors are directly responsible for obtaining updates, changes or addendums either from eMMA web-page or by contacting the Purchasing Office for instruction.

Vendor Name: _____

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

Addendum No. 1 _____
Signature

Addendum No. 2 _____
Signature

Addendum No. 3 _____
Signature

Addendum No. 4 _____
Signature

Addendum No. 5 _____
Signature

END OF APPENDIX A



PURCHASING AND SUPPLY SERVICES

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APPENDIX B – PAST PERFORMANCE REFERENCES

RFP DBS26-008

Asbestos Abatement and Related Services

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

Vendor shall include references shall be based upon projects that have been **completed by the Vendor within the last three (3) years.**

This description shall include:

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

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

• Date(s) of services _____

• Contract Awarded Value: _____

• Describe Scope of Work Performed: _____

• Describe Size of Project (Qualitative or Quantitative) _____

• Describe Level of Complexity _____

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

Email Address: _____

Phone No: _____



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson, MBA, CPPO, NIGP-CPP

Director of Purchasing and Supply Services

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APPENDIX C - NON-COLLUSION CERTIFICATE

RFP DBS26-008

Asbestos Abatement and Related Services

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

_____ whose address is
_____ and

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

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

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

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the Offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____

Notary Public

My commission expires



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson, MBA, CPPO, NIGP-CPP

Director of Purchasing and Supply Services

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APPENDIX D - DEBARMENT AFFIDAVIT

RFP DBS26-008

Asbestos Abatement and Related Services

_____ being first duly sworn deposes and says that he is an

officer in the _____ and the party making a certain
bid or

RFP dated, _____ 20____, to the Board of Education of Prince George's County:

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

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

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

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the Offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____
Notary Public

My commission expires



PURCHASING AND SUPPLY SERVICES

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APPENDIX E - ANTI-BRIBERY AFFIDAVIT

RFP DBS26-008

Asbestos Abatement and Related Services

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of the firm of _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

(State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

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

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

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

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the Offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____
Notary Public

My commission expires



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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

This form must include the following clauses:

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



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

OFFEROR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

() LIMITS ON ABOVE POLICY WILL BE INCREASED

() ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____



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

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

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

Signature of:

X _____
(AUTHORIZED AGENT'S SIGNATURE)

X _____
(DATE)

(NAME)

(EMAIL)

END OF APPENDIX F



PURCHASING AND SUPPLY SERVICES

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APPENDIX G - FINANCIAL PROPOSAL TERMS

RFP DBS26-008

Asbestos Abatement and Related Services

Company Name: _____

Address: _____

Phone Number: _____

TO: Board of Education of Prince George's County

We propose to establish and maintain all services and goods identified by the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions under **RFP DBS26-008**.

Instructions:

Each vendor shall provide a fixed labor rate as listed on **Attachment A – Cost Proposal Form**.

The undersigned agrees to furnish all labor, materials, and services necessary to provide Stage Curtains for The Board of Education of Prince George's County in accordance with the attached specifications, and other related contract documentation.

Signature of:

X _____
(AUTHORIZED AGENT'S SIGNATURE)

X _____
(DATE)

(NAME)

(EMAIL)



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APPENDIX H - MBE FORM

RFP DBS26-008

Asbestos Abatement and Related Services

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

Prime Contractor Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Proposal Number: _____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE____ PGC MWE _____ MD MBE____ MD MWE_____

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

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

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



PURCHASING AND SUPPLY SERVICES

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APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

Signature

Date

Name (please type or print)

Witness Signature

Date

Name (please type or print)



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APPENDIX J – CERTIFICATION OF COMPLIANCE

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

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

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

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

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



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

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

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

Signature _____ Date _____

Print name and title of
Signatory _____

Print name of
Company _____

END OF ATTACHMENT J



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APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

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

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

Signature of Vendor Authorized Representative _____ Date _____

Printed Name of Vendor Authorized Representative _____



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APPENDIX L – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

RFP DBS26-008

Asbestos Abatement and Related Services

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

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

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

- a. Vendor shall complete and submit an Appendix I, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Vendor is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Vendor (out of state).
- b. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.



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ATTACHMENT A – COST PROPOSAL FORM ACKNOWLEDGEMENT

RFP DBS26-008

Asbestos Abatement and Related Services

****Utilize the separate Excel Document for Response***

****Acknowledge Use of Cost Proposal Form****

By my signature below, I affirm understanding and acknowledge receipt of Attachment A for the Cost Proposal Form for the Asbestos Abatement and Related Services project.

Signature_____ Date_____

Print Name_____ Title_____

Company Name_____ Email _____