

SOLICITATION ATTACHMENTS

ATTACHMENT A – BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

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

Name: _____

Address: _____

[If not applicable, so state]

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

Part II: I FURTHER CERTIFY THAT:

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

Prince George's County reserves the right to verify the above information with the appropriate government authorities.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

Form: Certification -Tax 12//03

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State

Zip Code

Bus. Phone w/area code

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business. (Please attach separate sheet as necessary.)

Name

Business Address

Residence Address

Corporate Business Entities

Is the corporation listed on a national securities exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices. (Please attach separate sheet as necessary.)

| Name | Residence Office | Business/Address | Date Office Assumed |
|------|---------------------|------------------|------------------------|
|------|---------------------|------------------|------------------------|

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any). (Please attached separate sheet as necessary.)

| Name | Residence Business/Address | Date Office Assumed | Date Term of Office Expires |
|------|-------------------------------|------------------------|--------------------------------|
|------|-------------------------------|------------------------|--------------------------------|

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)

6. List the names and residence addresses of all individuals owning at least 10% of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class. (Please attach separate sheet as necessary.)

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20____.

Signed by Preparer

PART “B” - BIDDER’S QUALIFICATION STATEMENT

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

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

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am the
Name (Printed)

_____ of _____ and
Title and Office Business Entity

that _____ who signed the above Affidavit.
Name (Printed)

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)

_____ is the _____ of said entity; that I know his/her
(Name) (Title)

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

_____ (SEAL)
(Name Printed)

_____ (SEAL)
(Signature)

_____ (SEAL)
Corporate Seal (as applicable)

SUBMIT THIS FORM WITH BID

ATTACHMENT C – VENDOR’S OATH

VENDOR’S OATH AND CERTIFICATION

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

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

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

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Printed Name: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT D – SUPPLIER PARTICIPATION CERTIFICATION AND ACKNOWLEDGEMENT

The County requires a business entity, when responding to a solicitation, to provide a signed certification and acknowledgement statement to comply with mandatory Minority Business Enterprise (MBE) and/or Certified County-Based Small Business (CBSB) requirements as set forth in this solicitation and any resultant contract with the County. In addition, Bidders are required to submit a Supplier Utilization Form to identify the contractors they intend to have perform services under the awarded contract. In the event the subcontractor(s) needs to be substituted, the prime Contractor must submit a Request for Modification of Supplier Utilization Plan to the Procurement Officer. The prime Contractor must utilize best efforts in securing MBE and/or CBSB subcontractor(s) to perform services under any contract with the County that contains supplier participation requirements or goals. The prime Contractor may contact the Office of Central Services' Supplier Development & Diversity Division for assistance with securing subcontractors to meet the prescribed MBE and/or CBSB requirements. If during the term of a contract the prime Contractor is unable to maintain the required MBE and/or CBSB participation, the prime Contractor must submit the best efforts form located below. Submission of this form must detail the efforts taken by the prime Contractor to secure a subcontractor(s) to meet their required participation. All forms, along with instructions, are attached to this solicitation.

Certification and Acknowledgement of Prince George's County Supplier Participation Requirements

Bidder submits this certification form and certifies that under any resultant contract under MSIFB NO.: _____ for _____, Bidder shall adhere to the following:

- a) The mandatory Minority Business Enterprise (MBE) requirements set forth in this MSIFB of at least ____% mandatory participation of MBE(s); and**
- b) The mandatory County-Based Small Business (CBSB) requirements set forth in County Code Section 10A-160 of at least _____% mandatory participation of CBSB(s).**

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN

PART 1

Prime Contractor Name: _____ Total Bid Amount: _____

Prime Contact Name: _____

Prime Contact Information (Phone Number/Email Address): _____

| Certification Type | | | |
|--------------------|-----------------------------------|-------|---|
| NCB | Non- Certified Business | MBE | Minority Business Enterprise |
| CBB | County-based Business | CBMBE | County-based Minority Business Enterprise |
| CBSB | County-based Small Business | CLB | County-located Business |
| DBE | Disadvantaged Business Enterprise | | |

See Attachment V for Definitions of Certified Businesses

| WORK TO BE PERFORMED BY BIDDER | | | | | | | | | | |
|--------------------------------|---|-----|------|-----|-------|-----|-----|---------------------------------|------------------|-------------------|
| Prime Contractor | Check the appropriate Certification Type(s) | | | | | | | Certification # (if applicable) | % Self Performed | \$ Self Performed |
| | NCB | CBB | CBSB | MBE | CBMBE | CLB | DBE | | | |
| | | | | | | | | | | |

Total Value of CBSB Participation: _____ Total Value of MBE Participation: _____

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 2

| WORK TO BE PERFORMED BY SUBCONTRACTORS AND THEIR SUBCONTRACTORS | | | | | | | | | | | |
|---|--|-----|------|-----|-------|-----|-----|------------------------------------|---------------------|------------------|-------------------|
| Subcontractor Name | Certification Type (if any) Check all certification categories that apply | | | | | | | Certification # (if applicable) | Description of Work | % Work Performed | \$ Work Performed |
| | NCB | CBB | CBSB | MBE | CBMBE | CLB | DBE | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

***These Percentages should include both the work being self-performed by the prime contractor and subcontractors.**

| | | | |
|----------------------|--|----------------------|--|
| TOTAL NCB %: | | TOTAL MBE %: | |
| TOTAL CBB %: | | TOTAL CMBE %: | |
| TOTAL CBSB %: | | TOTAL CLB %: | |
| TOTAL DBE %: | | | |

The undersigned acknowledges that under-utilization or failure to utilize the subcontractors listed on this Supplier Utilization Plan may adversely affect award.

Signature: _____

Authorized signatory of Contractor

Date: _____

Printed Name: _____

SUBMIT THIS FORM WITH BID

PART 3

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN

We certify that in the event _____ (“Bidder”) is awarded a contract under
(Insert Bidder Name)

MSIFB NO. _____ for _____,

Bidder and _____ (“Subcontractor”) intend to enter into a contract by
(Insert Subcontractor Name)

which Subcontractor shall perform the work identified in Part 2 of this Supplier Utilization Plan where

Subcontracted is identified. Bidder will require Subcontractor to post the following bonds (if applicable):

- | | | | |
|-----------|-------------|-----------|-------------|
| 1. _____ | _____ | 2. _____ | _____ |
| Bond type | Bond amount | Bond type | Bond amount |

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. Any subcontractor who intends to use lower tier subcontractors is responsible for the same requirements and interest penalties for payment to its lower tier subcontractors after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

BIDDER SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

SUBCONTRACTOR SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 4

INSTRUCTIONS:

SUBMIT ONE FORM FOR EACH OF OFFERER'S SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES (Multiple Tier Subcontractors to be listed here)

We certify that in the event _____ (“Bidder”) is awarded a contract under MSIFB No. _____ for _____, Bidder's Subcontractor _____ (“Subcontractor”) intends to subcontract part of its work to the following entities.

| Entity Name | Description of Work | Value (\$) of Work | Bonding Required (if applicable) | Signature of Subcontractor's Principal |
|--|---------------------|--------------------|----------------------------------|---|
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| Total \$ Value of Work Subcontractor Will Subcontract to Multi-tier Entities: \$ _____ | | | | |

LIST ADDITIONAL SUBCONTRACTORS ON A SEPARATE COPY OF THIS SHEET AND SUBMIT THIS FORM WITH BID

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS

CERTIFICATION OF CONTRACTOR’S BEST EFFORTS TO MEET THE
COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

General

If, for any reason, during the term of the Contract awarded under this MSIFB, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this MSIFB, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
 - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
 - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

Definition

“Best Efforts” means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

I. Statement of Best Efforts to Select Minority Business Enterprises

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: (a) a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and (b) an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates.

| Name | Address | Telephone Number | Date |
|------|---------|------------------|------|
| | | | |
| | | | |
| | | | |

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS (continued)

Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable MBEs and/or CBSBs

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Contractor

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name)_____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor’s Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

Signature:

Contractor Authorized Representative

STATE OF MARYLAND COUNTY

OF (_____

)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of _____.
(Contractor Firm Name)

[Affix notary seal here]

Notary Public

My commission expires:

ATTACHMENT G – BID PRICE INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the County will pay for the specific item or service identified in this MSIFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., \$0.344 shall be \$0.34 and \$0.345 shall be \$0.35.
- D) Any goods or services required through this MSIFB and proposed by the Contractor at No Cost to the County must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in Chapter XIV, Section M of the Prince George's County Procurement Regulations, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the County and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the MSIFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the MSIFB. The Bid price shall include, but is not limited to, all of the following: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in this solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the MSIFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The County does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the County.

ATTACHMENT H – BID PRICE SHEET

I/We, the undersigned, having carefully read and fully understood the scope of work, propose to provide the required service in accordance with the terms, conditions and specifications of the MSIFB for the price(s) stated below:

[add bid price specifics]

BID SUBMITTED BY: _____ DATE: _____

BID Prepared By (Name of Company Representative): _____

TITLE: _____ DATE: _____

EMAIL: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ATTACHMENT H – BID PRICE SHEET – (continued)

MASTERCARD CREDIT CARD ACCEPTANCE: The Prince George’s County Government is engaged in a MasterCard purchasing card program and may use, at its option, MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please indicate whether or not your company will (at the option of the County) accept payments via MasterCard.

Will Accept MasterCard Payments: ____

Will Not Accept MasterCard Payments: ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT I – EQUIPMENT LIST

Bidders are to Check One

[illegible]

SUBMIT WITH BID, IF APPLICABLE

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Wage Requirements for Service Contracts

1. This solicitation is subject to the County's Wage requirements law for service contracts under Subtitle 10A-144 of the Prince George's County Code. The "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" included with this solicitation must be completed and submitted with your Bid response.

Failure to complete and submit with your Bid the required certification and pricing material on the form(s) included in this solicitation, as applicable, will render your Bid unacceptable under County law and the Bid will be rejected for non-responsiveness.

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

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

remedies available to the County. The Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

10. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
11. If the Contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the Contractor is in breach of this Contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in Paragraph 9 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor.

ATTACHMENT J – WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS (continued)

Prince George's County Code Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

Telephone No.: _____ Fax: _____ E-Mail: _____

| |
|--|
| Wage Rate Effective July 1, 2020 through July 1, 2021 \$14.90 Per Hour |
|--|

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as a Bidder, are awarded the Contract and become "Contractor."

1. Wage Requirements Compliance

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

2. Exemption Status (if applicable)

This Contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- ☐ A Contractor who employs fewer than ten employees when the Contractor submits a bid or proposal and will continue to be exempt as long as the Contractor does not employ ten (10) or more employees at any time the Contract is in effect. Section 10A-144(b)(1).
- ☐ A Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County in the next 12-month period. Section 10A-144(b)(2)(A) and (B).
- ☐ A public entity. Section 10A-144(b)(3).
- ☐ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 10A-144(b)(4). (Must complete Item 3 below).
- ☐ An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144(b)(7). (Must specify the law or furnish a copy of the contract or grant.)

A Contractor who has entered into a participation agreement under Section 10A-141. Section 10A-144(b)(8).

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

- ☐ This Contractor is a nonprofit organization that is exempt from coverage under Section 10A-144(b)(4).

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

Accordingly, the Contractor has completed the 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144(c)(2).

4. Nonprofit's Comparison Price(s)

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

5. Wage Requirements Reduction

- ☐ This Contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 10A-144 (d)(1) and (2).

CONTRACTOR CERTIFICATION

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

Signature: Authorized Corporate, Partner, or Proprietor

Date

Typed/Printed Name of Signatory

Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements:

Name: _____

Title: _____

Phone: _____

SUBMIT THIS CERTIFICATION WITH BID

ATTACHMENT K – 501(C) (3) NONPROFIT ORGANIZATION’S EMPLOYEE’S WAGE AND HEALTH INSURANCE FORM, PRINCE GEORGE’S COUNTY CODE SECTION 10A-144

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____ E-Mail: _____

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

***IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE “NONE”.**

| Employee Labor Category | Wage Per Hour | Name of Health Insurance Provider(s) and Plan Name* (e.g., ABC Insurer, Inc., HMO Medical and Dental) |
|-------------------------|---------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

SUBMIT THIS FORM WITH BID

ATTACHMENT L – MID-ATLANTIC PURCHASING TEAM RIDER

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID –ATLANTIC PURCHASING TEAM RIDER

EXTENSION TO OTHER JURISDICTIONS

Prince George's County, Maryland extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

Notification and Reporting

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

Contract Agreement

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

Mid-Atlantic Purchasing Team:

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

| |
|---|
| ATTACHMENT M – STATEMENT REGARDING COMPLIANCE WITH RESIDENT HIRING GOALS ON EXISTING CONTRACTS AT RENEWAL OR EXTENSION |
|---|

For any existing contract or agreement for a procurement funded by a County agency or the County government, including any existing multiyear contract or extended contract, the Purchasing Agent shall require the inclusion of a condition in the Contract or agreement requiring best efforts to meet the annual County resident hiring goals Pursuant to Prince George’s County Code Section 10A-169 (f) at the time of any contemplated exercise of an option, extension, or renewal, including automatic extensions or renewal (e.g. “evergreen” contracts or agreements), or the Contract or agreement shall not be renewed or extended by the County government or County agency.

ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT

Pursuant to Prince George's County Code Section 10A-169, the Contractor agrees to the following provisions as a condition to their contract with Prince George's County:

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry;
- C) Contractor shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Purchasing Agent by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
 - (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;
 - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and
(B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires and cumulative work hours by County residents; and
 - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and
(B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires and cumulative employee hours worked, including, for each employee:
 - (i) Name;
 - (ii) Job title;
 - (iii) Hire date;
 - (iv) Residence; and
 - (v) Referral source for all new hires.

ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT (continued)

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George's County Economic Development Corporation's Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.
- (E) The Purchasing Agent requires "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

Signature: Authorized Corporate Officer/Partner or Proprietor

Date

Typed/Printed Name of Signatory

Title of Authorized Signatory

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

Name: _____

Title: _____

Phone: _____ **Email:** _____

SUBMIT THIS FORM WITH BID

ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE REPORT

Instructions: This report must be submitted electronically to Employ Prince George’s County, EPGFirstSource@co.pg.md.us and the Purchasing Agent, OCSCContractCompliance@co.pg.md.us by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement... After the first report, if no changes occur write “Same”.

Part I

| Number of employees needed for the Project | Number of current employees transferred | Number of new job openings created | Number of job openings listed with Employ PG |
|--|---|------------------------------------|--|
| | | | |

PART II (Project Employment of County Residents Only During Previous Month)

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

| Total number of County residents employed on the project (including new hires) | Total hours worked by County residents |
|--|--|
| | |

PART III (Project Employment of County Residents During the Calendar Year)

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

| Cumulative County resident hires | Cumulative work hours by County residents |
|----------------------------------|---|
| | |

PART IV (All Individuals Employed on the Project During the Previous Month)

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

| Current Project employee hires | Current work hours by project employees |
|--------------------------------|---|
| | |

PART V (All Individuals Employed on the Project During the Calendar Year)

For the *calendar year*, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked

| Cumulative Project Employees | Cumulative New Hires | Cumulative employee hours worked on the Project |
|------------------------------|----------------------|---|
| | | |

**ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE
REPORT (continued)**

Part VI Individual Employees

For the *calendar year*, identify all individuals employed on the project by name, job title, hire date, residence address and, for new hires only, the referral source.

| Employee name | Job Title | Hire Date | Residence address | If New Hire, Referral Source |
|---------------|-----------|-----------|-------------------|------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If more space if needed, use a copy of this form and attach to report.

| |
|--|
| ATTACHMENT P – CERTIFICATE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT |
|--|

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

Certification of Bidder

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

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

P.G.C. Form #4318
(Rev. 12/93)

SUBMIT THIS FORM WITH BID

ATTACHMENT Q – PROFESSIONAL REFERENCES

Bidder must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those in the applicable functional area provided within the last five (5) years.

Name of Prime Contractor: _____

Name of Reference: _____
Address of Reference: _____
Contact Name: _____ Contact Phone: _____
Contact email address: _____
Description of Goods/Services Provided: _____

Contract Date and Term: _____

Name of Reference: _____
Address of Reference: _____
Contact Name: _____ Contact Phone: _____
Contact email address: _____
Description of Goods/Services Provided: _____

Contract Date and Term: _____

Name of Reference: _____
Address of Reference: _____
Contact Name: _____ Contact Phone: _____
Contact email address: _____
Description of Goods/Services Provided: _____

Contract Date and Term: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT R – WELFARE TO WORK INITIATIVE FORM

WELFARE TO WORK INITIATIVE: The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Contractors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self-Empowerment" Program as part of their Bid. Bidders interested in additional information on the welfare to work effort should contact the Prince George's County Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.

Please indicate below your interest in participating in the Welfare to Work Initiative:

Will Seek Participation: ____

Not Interested: ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT S – CLEAN RENEWABLE ENERGY

Clean Renewable Energy Technology Feasibility Assessment Guidance Document

The Clean Renewable Energy Technology in Public Buildings law requires the County to construct new public buildings and all major renovations of existing public buildings to incorporate a minimum of one kilowatt of solar electricity generation (i.e., solar PV), geothermal heating and cooling, solar hot water/solar thermal, or wind generation for every one thousand **(1,000) square feet of gross floor area**. Clean renewable energy technology shall also include passive solar energy generation that reduces energy use from other sources **by at least 20%**.

A project feasibility assessment shall be performed to determine whether the new construction project or major renovation of a public building can be built or retrofitted with the aforementioned technologies. The following outlines the minimum information the design team should include in the Clean Renewable Energy Technology Feasibility Assessment.

General Assessment Requirements

- Overview of the construction project
- Final recommendation(s) and statement supporting the recommendation(s)
- Existing or proposed energy consumption (kwh & therms) of the building
- Explanation of energy assumptions utilized in the assessment
- Explanation of any site related challenges such as low wind speed, limited access to sunlight, etc.

Technical Requirements

- The assessment must include an evaluation of the following technologies: solar hot water/solar thermal, wind, solar PV, geothermal heating & cooling, and passive solar design

KEY FACTORS TO CONSIDER WHEN RECOMMENDING A TECHNOLOGY

- The law stipulates the installed technology should have a 15 year payback
- Total cost of installation of the selected technology (including the cost to perform the assessment) should not exceed 2% of the total project cost
- Life and safety issues should be considered
- Consider overall cost avoidance
- Consider overall energy savings in kWh and therms
- Consider overall reduction in carbon dioxide equivalent (CO₂e) emissions

For each technology aforementioned, an estimate of the following shall be provided:

- Initial cost of the system and associated components
- Replacement cost & year of occurrence
- Maintenance cost
- Avoided or offset of electricity cost
- Avoided or offset of water cost (if applicable)
- Avoided or offset of gas cost (if applicable)
- Avoided carbon dioxide emissions (CO₂ equivalent) in pounds and tons
- Any energy related cost to operate the technology/system (e.g. associated pumps, fuel)
- Energy savings in kWh, therms and/or BTUs
- Simple Payback (15 yrs. or less)
- Return on Investment (annually)

For passive solar design, please describe the design features and percent reduction in energy consumption below the energy baseline in kWh and/or therms

The goal is to select the most energy-efficient and environmental beneficial technology while balancing financial constraints.

| |
|---|
| ATTACHMENT T – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING SUSPENSION AND DEBARMENT |
|---|

General

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Rule for Suspension and Debarment is required of bidders or prospective Contractors receiving a contract or award from Prince George's County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George's County, Maryland, has complied with all applicable requirements of the Nonprocurement Common Rule For Debarment And Suspension.

Name: _____

Title: _____

Firm Name: _____

Signature: _____ Date: _____

Verification by County Agent

On _____ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Signature: _____ Date: _____

SUBMIT THIS FORM WITH BID



**PRINCE GEORGE'S COUNTY GOVERNMENT
DEPARTMENT OF FAMILY SERVICES
(301) 265-8450 / MARYLAND RELAY 711**



**NOTICE UNDER
THE AMERICANS WITH DISABILITIES ACT**

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

Employment: The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

Effective Communication: The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision limitations.

Modifications to Policies and Procedures: The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the County's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a County program, service, or activity is not accessible to persons with disabilities, please direct your complaint to the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES

The business entities defined below are established only where the entity obtains certification from SDDD and the certification is current (not expired) as of the closing date of the solicitation.

- 1) **County-Based Business (CBB):** A SDDD certified business that:
 - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the County;
 - b. Files a written certificate that the business is not delinquent in the payment of any County taxes, charges, fees, rents or claims;
 - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months;
 - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
 - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the County, as its principal place of operation; and
 - f. Files documentation showing that:
 - i. More than fifty percent (50%) of the business' full-time employees are County residents; or
 - ii. The owners of more than fifty percent (50%) of the business are County residents; or
 - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the County; or
 - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the County.
- 2) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
 - a. a County-Based Business; and
 - i. a MDOT Small Business (as defined herein); or
 - ii. a SBA Small Business (as defined herein).
- 3) **County-Located Business (CLB):** A SDDD certified business that:
 - a. has a County office, but is not a County-based business; and
 - b. either:
 - i. has at least five (5) FTE ("full-time equivalent") employees in the County office for the full duration of the County office's lease; or
 - ii. has at least three (3) FTE employees in the County office, with at least two (2) of the FTE employees being County residents, for the full duration of the County office's lease; or
 - iii. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business's ownership interest in the building.
- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
 - a. It is independently owned and operated
 - b. It is not a subsidiary of another firm;
 - c. It is not dominant in its field of operation;
 - d. With respect to employees, either:
 - i. Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - ii. Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - iii. Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - iv. Its service operations did not employ more than 100 persons in its most recently completed 3

- fiscal years;
 - v. Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - vi. Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
 - e. With respect to gross sales:
 - i. The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - ii. The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - iii. The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - iv. The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - v. The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - vi. The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years

- 5) **Minority Business Enterprise (MBE):** An SDDD certified business:
 - a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
 - c. Which has been certified by SDDD.

- 6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
 - a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
 - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - f. Females, regardless of race, ethnicity or origin; and
 - g. Veterans and Service Disabled Veterans.

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES (continued)

- 7) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:
- a. Is organized for profit;
 - b. Has a place of business in the U.S.;
 - c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
 - d. Is independently owned and operated; and
 - e. Is not dominant in its field on a national basis.

ATTACHMENT W – MONTHLY SUPPLIER PARTICIPATION REPORT**MONTHLY SUPPLIER PARTICIPATION REPORT
TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT**

<https://mypgc.diversitycompliance.com>

| | | | |
|---------------------------|------------------------------|-----------------------------------|-----------------------|
| MSIFB #: | MSIFB Description: | Date Form Submitted: | Period Ending: |
| Prime Contractor: | Contact Person: | Email: | |
| Telephone#: () | Total Contract Value: | Scheduled Completion Date: | |

SUPPLIER INFORMATION

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) & SDDD Certified County-Based Business (CBB) & SDDD Certified Minority Business Enterprise (CMBE) & SDDD Certified County-Based Minority Business Enterprise (CBMBE) & Certified Disadvantaged Business Entity (CDBE) & SDDD Certified County-Located Businesses (CLB) See Attachment V for Definitions of Certified Businesses.

| Subcontractor Name/ Self-performing prime | Description of Work Performed | Certification Type | Agreed upon % of work | Total dollars committed based on % | Amount Paid this period | % of work Completed to Date | Amount Paid to Date |
|---|-------------------------------|--------------------|-----------------------|------------------------------------|-------------------------|-----------------------------|---------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Cumulative Total to Subcontractors to Date:

My signature below certifies that the information submitted in this report is true to the best of my knowledge, information and belief.

| | | |
|-------------------|---------------|--------------|
| Signature: | Title: | Date: |
|-------------------|---------------|--------------|

ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN

Part 1
TO BE SUBMITTED TO THE OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

MSIFB No.: _____ **MSIFB TITLE :** _____

The awardee under the above referenced Invitation for Bid submits this request for approval to modify the approved Supplier Utilization Plan dated _____, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Prime Contractor Name: _____

Authorized Person’s Name: _____

Authorized Person’s Title: _____

Total Value of CBSB Participation Proposed in Bid: _____ Total Value of MBE Participation Proposed in Bid: _____

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) & SDDD Certified County-Based Business (CBB) & SDDD Certified Minority Business Enterprise (CMBE) & SDDD Certified County-Based Minority Business Enterprise (CBMBE) & Certified Disadvantaged Business Entity (CDBE) & SDDD Certified County-Located Businesses (CLB). See Attachment G for Definitions of Certified Businesses.

| VALUE OF WORK TO BE PERFORMED BY CONTRACTOR | | | |
|---|-----------------------------|--------------------------------------|---------------------------------------|
| Prime Contractor Name | Certification Type (if any) | Certification Number (if applicable) | Value of Prime Contractor’s Work (\$) |
| | | | |

ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)

PART 2
TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN THE PRIME CONTRACTOR THAT THIS REQUEST PROPOSES TO ADD, MODIFY, REMOVE OR MAINTAIN IN PRIME CONTRACTOR’S SUPPLIER UTILIZATION PLAN

Status Key: A – Add M – Modify R – Remove M- MAINTAIN

| Subcontractor Name | Certification Type (if any) | Certification Number (if applicable) | Subcontract Value (\$) | % of Total Award to Prime | Description of Work | Status |
|---------------------------|------------------------------------|---|-------------------------------|----------------------------------|----------------------------|---------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET

**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
(continued)**

PART 3

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2 OF THIS
REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN**

Name of Awardee: _____ (“Prime Contractor”)

Name of Subcontractor : _____ (“Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

| | |
|--|--|
| The subcontract between the Prime Contractor and Subcontractor will continue in effect. | |
| The subcontract between the Prime Contractor and Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan | |
| The subcontract between the Prime Contractor and Subcontractor will be terminated or will have expired. State reasons: _____ _____ | |
| Other: _____ _____ | |

PRIME CONTRACTOR SIGNATURE

By: _____

Name: _____

Title: _____

Date: _____

**SUBCONTRACTOR
SIGNATURE**

By: _____

Name: _____

Title: _____

Date: _____

If Prime Contractor is unable to obtain Subcontractor’s signature, state reasons:

ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER'S SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES (Multiple Tier Subcontractors to be listed here)

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

We certify that in the event _____ (“Offer or”) is awarded a contract under MS-IFB No. _____ For _____, Offertory's Subcontractor _____ (“Subcontractor”) intends to subcontract part of its work to the following entities:

| Entity Name | Description of Work | Value (\$)of Work | Bonding Required (if applicable) | Signature of Subcontractor's Principal |
|---|---------------------|-------------------|----------------------------------|---|
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| | | \$ | Type: _____ Amount: \$ _____ | By: _____ Print Name: _____ Date: _____ |
| Total \$ Value of Work Subcontractor Will Subcontract to Multi-Tier Entities:\$ _____ | | | | |

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

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

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

CONDITIONS OF BIDDING

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

sent to all prospective bidders no later than three (3) days before the date set for opening/closing of bids. Oral answers will not be binding on the County.

11. Response to Invitations: In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid, and Contract form with an explanation as to why you are unable to bid on these requirements.

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

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

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

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

16. Access to Information About Hazardous and Toxic Substances Act: In accordance with Subtitle 32 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive. Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 32.

BID DEPOSIT

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

18. Annual Bid Bonds: Bidders who regularly do business with the County shall be permitted to file with the Contract Administration and Procurement Division an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$2,000. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to Prince George's County, Maryland, prepared on an approved form, as security for the faithful performance of his contract, within ten days of notification that the bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his notification the required performance bond shall forfeit to Prince George's County, Maryland, as liquidated damages their bid deposit. As a written condition of a procurement award or procurement contract authorized under the Procurement Code, the Purchasing Agent or the Purchasing Agent's designee may require an award recipient, excluding County-based small businesses, to provide bid, performance, and/or payment bonding assistance to County-based small business in order to assist in complying with the County laws requiring County-based business participation.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the County until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The County will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

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

22. **Formal Specifications:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest evaluated responsive and responsible bidder. Pursuant to County Code Section 10A-161(f), for any procurement contract greater than Five Hundred Thousand Dollars (\$500,000) in value, where the lowest evaluated bid from a responsive bidder is not from a County-based small business, the lowest bidding responsible and responsive County-based small business shall be given a final opportunity by the Purchasing

Agent or the Purchasing Agent's designee to offer a responsive bid less than the lowest responsive bid and thus win the procurement award. In determining a bid, applicable bid or price preferences shall be applied.

The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder for whom an investigation shows is not in a position to perform the contract.

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

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

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

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

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

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

27. Conflict of Interest: As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding one thousand dollars (\$1,000) or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by Prince George's County, Maryland.

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

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

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

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

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

31. Reseller and Distributors for Commodities: In the procurement of commodities for which manufacturers or publishers of such commodities utilize authorized resellers or distributors, including, but not limited to, information technology software and hardware products:

(a) The County shall procure such commodities solely from County-based small businesses that are authorized resellers or distributors if (1) there are County-based small businesses that are authorized resellers or distributors of such commodities, and (2) such businesses are authorized as resellers or distributors by the publisher or manufacturer of such commodities.

(b) The County is authorized to procure such commodities directly from the manufacturer or publisher only if the requirements of Subsection (a), above, are not met.

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

32. **Tie Bids:** If two or more bids are equally qualified for award, the bid shall be awarded in the following order: County-based small business, County-based minority business enterprise, County-based business, other minority business enterprise, Maryland-based business, and any other fair and equitable manner determined by the Purchasing Agent.

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

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

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

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

CONTRACT PROVISIONS

36. **Certification by Purchasing Agent:** Prior to the execution of any procurement contract or agreement (to include extensions or renewals) subject to 10A-112, 10A-113, 10A-114 or 10A-115 of Division 7 of the Procurement Code, the Purchasing Agent or designee shall certify in writing that such procurement is in full compliance with the applicable provision of Division 7 or the procurement shall be rendered "void and illegal". Where a procurement award contract or agreement is rendered "void and illegal", it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

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

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

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

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

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

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

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

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

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

41. Termination For Convenience: The performance of work under this contract may be terminated by the County within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. In the event of such termination, the County shall compensate the contractor fair and equitably for all goods and services provided up to the date of termination. However, the contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination. Where a procurement award contract or agreement is rendered "void and illegal" it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

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

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

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

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

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

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

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

49. **Prompt Payment:**

- (a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.
- (b) Interest penalties. In the event Contractor violates paragraph (a) above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%)(or such other amount as identified in County Code Section 10A-153) of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a contractor being suspended or debarred.
- (c) Contractor shall include in each of its subcontracts: (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; (2) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause

included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (3) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

50. Requirement Electronic Payments: County Vendors are required to enroll in Automated Clearing House (ACH) or similar electronic payment system with the County.

DELIVERY PROVISIONS

51. Responsibility for Materials Shipped: The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the County may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

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

53. Time of Delivery: Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, County Holidays or days the County is closed to the public.

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

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

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

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

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