





CONTRACT ADMINISTRATION & PROCUREMENT DIVISION

APPLICATION

Issue Date: February 6, 2023

Prince George's County Supply Schedule (PGCSS) Category: MEDICAL SUPPLIES – SIN CODE 65 II A

This application is restricted to County Based Small Businesses or County Based Minority Business Enterprises.

NOTICE

A Prospective Bidder that has downloaded this solicitation from the **SPEED** eProcurement Platform <u>https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158</u> or e-Maryland Marketplace Advantage <u>https://emma.maryland.gov/</u> will receive emailed notices through those platforms of addenda with changes or additional materials related to this Solicitation.







Dear Supplier,

Thank you for your interest in doing business with Prince George's County, Maryland. We look forward to a very successful procurement process.

Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non-responsive. In addition, all addenda are posted on SPEED eProcurement Platform, <u>https://www.princegeorgescountymd.gov/3692/SPEED</u>, and on the Contract Administration & Procurement ("Procurement") Division's procurement opportunities website,

https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158, and on e-Maryland Marketplace Advantage https://emma.maryland.gov/

Should you have any questions, please visit our website to view the information provided on "How to Do Business with Prince George's County" or feel free to contact the Procurement Officer identified in this application. Again, thank you for your continued interest in doing business with Prince George's County (PGC) Government.

Sincerely,

Jonathan R. Butler, Director Office of Central Services, County Purchasing Agent

PRINCE GEORGE'S COUNTY CONTRACT ADMINISTRATION & PROCUREMENT DIVISION APPLICATION KEY INFORMATION SUMMARY SHEET

Prince George's County Supply Schedule (PGCSS) Category – Medical Supplies
65 II A
February 6, 2023
March 6, 2023 at 4:00 pm EST
Cedet Francois, Procurement Officer III
Contract Administration & Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone: (301) 883-6400
February 13, 2023 at 9:00 am EST
All questions must be submitted through SPEED.
February 16, 2023 at 2:00 pm EST
No Bid Bond is required

Proposals must be submitted to SPEED: For assistance with registering for SPEED or to access a listing of FAQs, please visit SPEED eProcurement Platform https://www.princegeorgescountymd.gov/3692/SPEED

Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non-responsive. In addition, all addenda are posted on *SPEED* eProcurement Platform.

PRINCE GEORGE'S COUNTY SUPPLY SCHEDULE

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Section 1: SUPPLIER INFORMATION, QUALIFICATIONS AND ACKNOWLEDGEMENTS

Section 2: STATEMENT OF WORK (SOW)

Section 3: SIGNATURE FORMS

Section 4: REQUIRED ACKNOWLEDGEMENTS

By virtue of Section 10A-113 (Competitive Sealed proposal), the formal adoption of a Federal GSA-MAS schedule contract (GSA Pricing Schedule), orders placed under an awarded PGCSS contract are considered to be issued under full and open competition. Consequently, ordering offices do not need to seek further competition, synopsize the requirement, or make a separate determination of fair and reasonable pricing. By placing an order against a PGCSS contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative to meet PGC's needs.

ROADMAP OF PGCSS APPLICATION PROCESS

The PGCSS Application is a four-section document that replaces the traditional PGC RFP. The sections and descriptions are below:



Application Instructions: Completion of all four sections of the PGCSS Application is required. Follow the detailed instructions identified in each section of the Application. Ensure all items in the Application are complete before uploading to SPEED.

Section 1: Supplier Information – Provide Supplier specific data such as Supplier's legal business name, physical address, and company information. Section 1 should be submitted as an upload to SPEED.

Section 2: Statement of Work (SOW) – Includes the SOW requirements, SOW and adopted GSA Pricing Schedule response requirements and detailed submittal instructions. All prescribed response formats for submission, such as formatted spreadsheets or forms will be provided, if required. The respondent should submit a PDF of the adopted GSA Price Schedule and include the GSA Contract number and Supplier name. All SOW documents should be submitted as an upload to SPEED.

Section 3: Signature Forms – All PGC Application Forms in this section require signatures and must be submitted as an upload to SPEED.

Section 4: Required Acknowledgements – Supplier will review the required documents via a PDF file. A form requiring Supplier's signature acknowledging Supplier has read and accepted all documents must be submitted as an upload to SPEED.

SUPPLIER INFORMATION

Section 1

(Instructions: Supplier must review and respond to each question within this section.)

Supplier Information			
Supplier Legal Name			
Supplier Physical Address			
Supplier Mailing Address (if different)			
Supplier Office Phone Number			
Supplier Website			
Supplier Business Type	Select One		
Supplier State of Incorporation			
Supplier Foreign-Owned Status	Select One		

Supplier Contact #1				
Supplier Contact #1: Full Name				
Supplier Contact #1: Title				
Supplier Contact #1: Email Address				
Supplier Contact #1: Office Phone Number				
Supplier Contact #1: Mobile Number				

Supplier Contact #2				
Supplier Contact #2: Full Name				
Supplier Contact #2: Title				
Supplier Contact #2: Email Address				
Supplier Contact #2: Office Phone Number				
Supplier Contact #2: Mobile Number				

Fiscal Year Ending						
2019 2020 2021						
Supplier's Annual Sales						
Supplier's Annual Sales to PGC						
Supplier's # of Employees						

Supplier Stability and Qualifications Questions			
Has your company been a party to litigation			
currently pending or filed within the last five			
(5) years related to contracts for products or			
services to be provided by you to PGC? If			
yes, please provide details on the litigation			
(e.g., including description of the dispute,			
litigating parties, forum and docket number).			
Is your company in the process of			
completing any significant mergers or			
acquisitions and/or divestitures?			
Has your company completed any mergers,			
acquisitions and/or divestitures during the			
past two (2) years? If yes, please describe.			
Does your company have any liens,			
judgements or pending liabilities that may			
adversely affect your company financials?			
In the prior calendar year, what percent of			
your total annual sales can be attributed,			
directly or indirectly, to products and or			
services provided to PGC?			
Supplier shall provide its most recent Annual	Select One		
Financial Statements (Audited or prepared in			
accordance with Generally Accepted			
Accounting Principles (GAAP) as a part of			
its Application.).			
Is your company's revenue more than 30%			
dependent upon a single customer?			
Does PGC employ any of your company's			
principals or employees? If so, list the			
applicable names.			
Does your company have a Maryland State	Select One		
Business License? A copy of the license			
must be included with your Application			
response.			
Is your company registered as a PGC	Select One		
supplier?			

Supplier Acknowledgement Questions				
Supplier must have been in business for a minimum of three (3) years with previous experience in performance of projects with similar scope and requirements.	Select One			
 At its own expense, Supplier shall: Obtain all necessary licenses and permits. Provide competent supervision. 	Select One			
 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the act, omission, error, fault and/or negligence of Supplier, its employees, agents and/or representatives. Perform the work without unnecessarily interfering with other contractors' work or PGC activities. Provide all products and services required for timely and efficient fulfilment of the SOW including but not limited to labor, expertise, supervision, administrative support, tools, equipment, parts, supplies and transportation. Once a crew is mobilized to the work site, the work is expected to continue without 				
 interruption. Travel and set-up time shall be the responsibility of the Supplier and will not be paid for by PGC. If the work is interrupted due to conditions outside the control of the Supplier, the 				
Supplier shall immediately notify the PGC prior to work stoppage.				
Supplier acknowledges reviewing the Application, in its entirety, and agrees to submit all completed forms, certifications, affirmations and affidavits required within this Application.	Select One			
Note: Omitted or incomplete required forms may result in elimination of the proposal from further consideration.				

Supplier Acknowledgement Questions				
Are you certified by PGC's Supplier Development & Diversity Division (PGC-OCS-SDDD)? If no, you are not eligible to complete this application. Click link below for certification details.	Select One			
https://mypgc.diversitycompliance.com/?TN=mypgc				
Select your PGC certification. Supplier must be a PGC-based Small Business (CBSB) or PGC-based Minority Business Enterprise (CBMBE), in good standing, at time of proposal submission.	Select One			
Provide your PGC certification number.				
Do you have an existing agreement for a procurement funded by a PGC agency or the PGC government, including any existing multiyear contract or extended contract? If yes, provide the contract number. If no, enter "N/A".				
Supplier acknowledges the requirement to execute a Term Contract with PGC pursuant to the awarding of this Application.	Select One			
Supplier agrees all responses must be submitted in U.S. dollars and must be considered binding and remain in effect for one hundred twenty (120) days from the Application Due Date.	Select One			
Please acknowledge that PGCSS makes no guarantee of award or volumes awarded. PGCSS reserves the right to split award volumes.	Select One			
Supplier acknowledges all proposals submitted in response to this Application become the property of PGC and may be appended to any formal documentation which would further define or expand the contractual relationship between PGC and the successful Supplier.	Select One			
Supplier agrees to review and accept the Required Acknowledgements in Section 4.	Select One			

STATEMENT OF WORK (SOW)

Section 2

2.1 Background and Purpose

In an effort to meet the requirements for procurement spending according to Procurement Codes 10A-161 and 10A-162, the Office of Central Services has developed an integrated supplier management and economic growth strategy, with an inclusive focus on Minority Business Enterprises, Prince George's County (PGC) based Small Businesses (CBSBs) and PGC-based Minority Business Enterprises (CBMBEs). This SOW serves to increase local economic development for CBSBs/CBMBEs by establishing prime suppliers to PGC government for a variety of commercial goods and services.

2.2 Medical Supplies SOW

SCOPE

Medical Supplies providers may offer their entire commercial catalog, or may offer a select, limited line of products. Examples of Medical supply products may include, but are not limited to:

General Medical supplies:

- Personal Protective Equipment
- Defibrillators
- Respirator Masks
- Gloves
- Sanitizer/Hand Gel
- Safety Vests
- Shoe Covers

Emergency Services Medical Supplies:

- Syringes
- Needles
- IV Solutions
- Catheters
- Transport kits

Note: A complete list of supplies and equipment used by Prince George's County emergency personnel is included in Exhibit 1. This list includes quantities and manufacturers as specified.

EVALUATION

The selection procedure for procurement of this contract shall be an SOW capability analysis, professional reference check and Adopted Veterans Affairs (VA) Federal Supply Schedule review.

STATEMENT OF WORK RESPONSE

Instructions: Supplier must review and respond in the format provided in this section.

I. Table of Contents

II. Transmittal Letter

Instructions: A transmittal letter prepared on the Supplier's business stationery shall accompany the SOW and adopted GSA Pricing Schedule. This letter should be brief and shall list all items contained within the response as defined below. It shall bear the name of the company, and name, title, business address, email address and telephone number of the person authorized to obligate the company. The letter must be signed (in blue ink) by an individual authorized to bind the Supplier to all statements contained in the response including services and pricing. Should the Supplier take exceptions to or place any restrictions on any provision or requirement of this Application, they must be specified and addressed within the transmittal letter. The Supplier shall include in the transmittal letter, a statement that the submitted SOW and adopted GSA Pricing Schedule shall remain valid for a minimum period of one-hundred twenty (120) calendar days from the Application Due Date.

SUPPLIER CAPABILITY						
The following require	ements should be addressed within Supplier's overall SOW response.					
Online Ordering (Catalogue) Requirements	 24 hour/7 day a week access to an online order system designed to manage and process orders authorized by employees of PGC. Catalogue and individual pricing capability. Capability of processing orders with various department names, payment methods and shipping addresses. Minimum order for delivery. System should include shopping cart, line-item detail, unit, and total pricing. Favorites and history lists. Order tracking and reporting capabilities. Procedures for no-cost user-friendly returns. Procedures for negating restocking fees for damaged or incorrectly shipped items. Specify whether restocking fees are charged for incorrectly ordered items. Provide PGC designates the ability to block purchasing at the item level. Toll-free number to allow for PGC employee ordering and customer service inquiries. Procedures for communicating and processing back-ordered or out-of-stock items. Process for providing replacement options for back-ordered items won' be delivered on the estimated delivery-date. Allow free returns for alternatives to back-ordered items which are deemed unsatisfactory. Allow selection of 'No Substitution' at the time of ordering and provide notification' election. 					

III. Supplier Capability Response

SUPPLIER CAPABILITY					
Administrative System Access and Price Monitoring	 Designate specific PGC employees as system administrators. Enable monitoring and management of fixed pricing, both contractual and catalogue. 				
Distribution, Cancellations and Returns	 Distribution network inclusive of a process flow describing order entry, order routing, stock selection, back-ordered processing, packaging, loading and delivery. Process for no-cost same-day cancellation, by 4:00 pm eastern time, of orders placed via the online ordering system. Unconditional pick-up, restock and process PGC employee unused, damaged or ill-suited items (as determined by the purchaser) returns within twenty-four (24) hours of notification and facilitate credits being issued to the appropriate PGC account. 				
Deliveries	 PGC may add or remove locations upon an email notification to Supplier. Provide no-cost standard delivery and over-night delivery options. Delivery timeframes should default to 3-5 business days. Deliver supplies to PGC locations throughout the County including specified warehouse locations. Freight designations (e.g. Deliveries will be made F.O.B. (freight on board) destination as freight pre-paid). Individual packaging of orders and labels must reflect the buyer's name and delivery location. Plan to meet the 95% monthly average requirement for on-time delivery. Supplier's name and or logo should be clearly visible on Supplier's delivery vehicles. Supplier's delivery drivers must follow adhere to all traffic regulations while on campus. Supplier's delivery drivers shall be dressed neatly and wear an identification badge containing the name and picture of the driver, Supplier's company name and logo. Delivery carts, hand trucks, etc., shall not leave marks or damage on the floors. Supplier will cover the cost of any damage and or repairs occurring due to damage caused by Supplier. 				
Communications and Training	 Description of management and IT services to support the fulfillment of Medical supplies to the County. Process and method of communication with PGC employees and Office of Central Services. Ordering process and procedures training, including written, video, virtual and in-person training options for PGC employees and Office of Central Services. 				
Implementation Schedule	 Plans for the role out and implementation of employee training. Deployment of the online ordering system. 				
Quality control and review process	 Plans for implementing or utilizing quality control measures within the online ordering system. Methodologies for conducting quality compliance evaluations. Remediation of incorrect pricing and or quality control issues. 				
Verified-Accredited Wholesale Distributors (VAWD) certification	 Select products will require Verified-Accredited Wholesale Distributors (VAWD) certification. Please provide proof of your ability to provide this product/distributor certification. 				

IV. Supplier's Management and Implementation Team

Supplier's response must describe the following personnel and the support provided to meet the requirements in the SOW. Additionally, it must include number of relevant years of experience, relevant job experience, years of employment with Supplier, certifications, educational background and relevant professional affiliations.

- Management Team
- Account Management Team
- Other Key Personnel

V. Supplier's Pricing Response and VA Price Schedule Adoption (SOW Exhibit I)

Instructions:

Review your pricing structure and identify an existing VA Federal Supply Schedule contract via the National Acquisition Center (NAC) Contract Catalog Search Tool (CCST) using the following link: <u>https://www.vendorportal.ecms.va.gov/nac/</u>

- 1. Under RESOURCES, click on Socioeconomic status.
- 2. Use Search by SIN and select SIN A-94 to identify suppliers and products that can be used for the adoption of a pricing schedule.
- 3. Your adopted VA Pricing Schedule should be uploaded with your SOW Response. If you are adopting a full catalog of products, please include the catalog link.
- 4. You may adopt products from one or more VA Supply Schedule contracts to provide a more robust product offering to PGC. Provide specific contract details via Exhibit 1.
- 5. Use SOW EXHIBIT 1 to input the pricing from your adopted schedule for at least 25 representative products. (Note: If you currently have approved VA Supply Schedule Pricing in this category, it is acceptable to adopt your own schedule.) Upload your SOW Response, adopted VA Supply Schedule, and Exhibit 1 to SPEED.

Medical Supply providers may offer their entire commercial catalog, or may offer a select, limited line of Medical products.

Note: Prince George's County Agencies may request services at a project or task order level. Specific requirements can be issued at the task order level. Prince George's County reserves the right to add compliance requirements, terms and conditions at the task order level.

Submission Instructions: SOW and Adopted GSA Pricing Schedule

SIGNATURE AUTHORITY

The SOW and Adopted GSA Pricing Schedule, if submitted by an individual, shall be signed by the individual, if submitted by a partnership, shall be signed by such member or members of the partnership as having authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e., indicated by the word "Seal" following signature of individual and partner Suppliers, and indicated by affixing the Corporate Seal at corporate signatures.

SOW SUBMITTAL

The SOW and Adopted GSA Pricing Schedule, together with all other required documents (e.g., Transmittal Letter, required Signature Forms) shall be submitted through the *SPEED* eProcurement Platform on or before the due date and time specified herein.

	Adopted VA Supply Schedule Supplier Name:	(SIN 65 II A	<u>()</u>				
	Adopted VA Supply Schedule Contract No. : Adopted VA Catalog (if applicable):						
Item #	Description (Name)	Unit of Measure	Known Acceptable Item	Manufacturer	Pricing	Estimated Annual Quantity	Substitution Available or Comments
001	Ambu® BlueSensor SP, 10 per PACK. 100 Packs/box, 2box/case	PK10, 100PK/BX, 2BX/CS	SP-00-S/10	Ambu BlueSensor SP		13400	No Substitutions
002	Aneroid Sphygmomanometer, Size 12 Large Adult, 34 to 50cm	EA	760-12XBK	American Diagnostic Corp.		24	Or Equivalent Product
003	Compound Benzoin Tincture Swabstick 4 Inch LF, BOX 50	BX, 50EA	S-1116	Aplicare, Inc		44	Or Equivalent Product
004	Lactated Ringers, 1000ml Bag, CASE 14	14CS	2B2324X	Baxter		1134	No Substitutions
005	IV Solution, Lactated Ringers 500ML Bag, CASE 24	24CS	2B2323Q	Baxter		2332	No Substitutions
006	Straight-Type Catheter Extension Set Standard Bore, CLEARLINK Luer Activated Valve and Male Luer Lock Adapter with Retractable Collar. Approximate Volume 0.96 mL. Approximate Length 7.6" (19 cm). Non-DEHP. Sterile Package, Nonpyrogenic., CASE 50	BX, 50EA	2N8378	Baxter		9600	No Substitutions
007	Administration Set Clearlink™ 10 Drops / mL Drip Rate 110 Inch Tubing 3 Ports, CASE 48	EA, 48CS	2C8537	Baxter		3484	No Substitutions
008	Administration Set Clearlink [™] 60 Drops / mL Drip Rate 76 Inch 1 Port, CASE 48	EA, 48CS	2C8402S	Baxter		225	No Substitutions

009	PosiFlush™ 0.9% Normal Saline Pre-Filled Syringe, 10mL, Standard Plunger Rod, BOX 30	EA, 30/BX, 480/CS	306546	Becton Dickinson	8944	No Substitutions
010	Syringe BD Luer-Lok™ 1 mL Blister Pack Luer Lock Tip Without Safety, BOX 100	EA, 100BX	309628	Becton Dickinson	1717	No Substitutions
011	General Purpose Syringe BD Luer-Lok™ 3 mL Blister Pack Luer Lock Tip Without Safety BOX 200	EA, 200BX	309657	Becton Dickinson	701	No Substitutions
012	General Purpose Syringe BD Luer-Lok [™] 5 mL Individual Pack Luer Lock Tip Without Safety BOX 125	EA, 125BX	309646	Becton Dickinson	652	No Substitutions
013	General Purpose Syringe Luer-Lok™ 10 mL Blister Pack Luer Lock Tip Without Safety BOX 200	EA, 200BX	302995	Becton Dickinson	738	No Substitutions
014	General Purpose Syringe BD Luer-Lok™ 20 mL Blister Pack Luer Lock Tip Without Safety BOX 48	EA, 48BX	309661	Becton Dickinson	1232	No Substitutions
015	General Purpose Syringe BD Luer-Lok™ 30 mL Blister Pack Luer Lock Tip Without Safety BOX 56	EA, 56BX	309650	Becton Dickinson	1025	No Substitutions
016	General Purpose Syringe BD Luer-Lok [™] 50 mL Blister Pack Luer Lock Tip Without Safety BOX 40	EA, 40BX	309653	Becton Dickinson	1160	No Substitutions
017	Blunt Fill Needle, 18ga x 1-1/2in L CASE 1000	BX,100EA, 10BX/CS	305180	Becton Dickinson	2842	No Substitutions
018	Hypodermic Needle SafetyGlide™ Sliding Safety Needle 21 Gauge 1-1/2 Inch, BOX 50	EA, 50BX	305917	Becton Dickinson	872	No Substitutions
019	Hypodermic Needle SafetyGlide™ Sliding Safety Needle 25 Gauge 1 Inch, BOX 50	EA, 50BX	305916	Becton Dickinson	539	No Substitutions

020	Single Gas Detectr, CO, Yllw, 2yr. Battery	EA	BWC2-M	BW Technologies	67	No Substitutions
021	microdot® Pro Lancet, 23g/2.2mm, Orange, Box of 200	BX200, 24BX/CS	3136752001	Cambridge Sensors	35125	No Substitutions
		2407/C5				
022	microdot® Xtra Hi/Lo Control Solutions	EA	120-02	Cambridge Sensors	23	No Substitutions
023	microdot® Xtra Test Strip, 50 Count Bottle	EA, 150/CS	NDC 5242220050	Cambridge Sensors	812	No Substitutions
024	Intraosseous Infusion Needle 15 Gauge 4.7 cm Illinois Lancet Point	BX, 10EA	DIN1515X	Carefusion	15	No Substitutions
025	Intraosseous Infusion Needle 18 Gauge 3.5 cm Illinois Lancet Point	BX, 10EA	DIN1518X	Carefusion	26	No Substitutions
026	Chinook Medical Operator Kit, Black	EA	*01325BK	CHINOOK MEDICAL GEAR, INC	0	No Substitutions
027	Celox [™] RAPID Bleeding Control	EA	30-215	COMBAT MEDICAL SYSTEMS	36	No Substitutions
028	Shiley [™] Oral/Nasal Endotrol Endotracheal Tube, 7mm	EA, 10/BX	86351	Coviden	18	No Substitutions
029	Sharps Transport Container SharpSafety™ 8-¾H X 2-½ D X 4-½ W Inch 1 Quart Red	EA, 20CS	8303SA	Coviden	167	No Substitutions

030	Endotracheal tube/Uncuffed/w/Stylette, 2.5 Size	EA, 10/BX	2113-10325	Curaplex	15	No Substitutions
031	Endotracheal tube/Uncuffed/w/Stylette, 3.0 Size	EA, 10/BX	2113-10330	Curaplex	14	No Substitutions
032	Endotracheal tube/Uncuffed/w/Stylette, 3.5 Size	EA, 10/BX	2113-10335	Curaplex	13	No Substitutions
033	Endotracheal tube/Uncuffed/w/Stylette, 4.0 Size	EA, 10/BX	2113-10340	Curaplex	15	No Substitutions
034	Endotracheal tube/Uncuffed/w/Stylette, 4.5 Size	EA, 10/BX	2113-10345	Curaplex	16	No Substitutions
035	Endotracheal tube/Uncuffed/w/Stylette, 5.0 Size	EA, 10/BX	2113-10350	Curaplex	15	No Substitutions
036	Endotracheal tube/Uncuffed/w/Stylette, 5.5 Size	EA, 10/BX	2113-10255	Curaplex	12	No Substitutions
037	Endotracheal tube/Cuffed/w/Stylette, 6.0 Size	EA, 10/BX	2113-10260	Curaplex	27	No Substitutions
038	Endotracheal tube/Cuffed/w/Stylette, 6.5 Size	EA, 10/BX	2113-10265	Curaplex	11	No Substitutions
039	Endotracheal tube/Cuffed/w/Stylette, 7.0 Size	EA, 10/BX	2113-10270	Curaplex	329	No Substitutions

40	Endotracheal tube/Cuffed/w/Stylette, 8.0 Size	EA, 10/BX	2113-10280	Curaplex	128	No Substitutions
41	Coated Flexi Slip Stylette with Sheath, 14fr	EA, 20/BX	12998	Curaplex	16	No Substitutions
42	Coated Flexi Slip Stylette with Sheath, 6fr	EA, 20/BX	12996	Curaplex	12	No Substitutions
43	Emesis Bags, 1000cc, Standard, PACK 25	PK/25, 6PK/CS	1071-10204	Curaplex	48	No Substitutions
44	Veni-Gard® TM IV Stabilization Dressing, Adult, BOX 100, CASE 5BX	EA, 100BX, 5BX/CS	36002MS	Curaplex	9635	No Substitutions
45	Rolled tourniquet in size 1in. x 18in. Latex Free Single Use, BAG 250	EA, 250BG, 2BG/CS	1841-1400	Curaplex	9607	No Substitutions
46	Curaplex® Disposable Pen Lights	PK, 6EA	32762	Curaplex	34	No Substitutions
47	Curaplex® Patient Transporter, 1800lb Capacity, 14 Handles	EA, 10/CS	3246-12345	Curaplex	0	No Substitutions
48	Povidone Iodine Scrub Swabsticks 1's (50/Pack)	BX, 50EA	1201	Dynarex	14	Or Equivalent Product
49	Curaplex Infu-Stat Pressure Infuser, 1000mL	EA	301-MTM305EA	Curaplex	4	No Substitutions

50	Ferno® Pedi-Mate® Plus Restraint System	EA	678-PLUS	FERNO	4	No Substitutions
51	Ferno® Pedi-Mate® Restraint System	EA	678	FERNO	4	No Substitutions
52	The Beck Airway Airflow Monitor (BAAM) ET Whistle	EA, 10/BX	BAAM	Great Plains Ballistics	26	No Substitutions
53	Enhanced Pneumothorax Needle, 14ga x 8.6cm	EA	HHEPN01	H&H Medical Corp	94	No Substitutions
54	Emergency Tourniquet, one handed application	EA	MET-GEN-III	H&H Medical Corp	133	No Substitutions
55	Halo Chest Vent and Seal, 2 pack	EA	G1164	Halo Vent	249	No Substitutions
56	Fluid-Resistant Mask with Face Shield and Earloop, BOX 25	BX, 25EA	29080	Halyard	36	Or Equivalent Product
57	Padlock Seals, Consecutively Numbered, Blue, BAG 100	BG, 100EA	7906	Health Care Logistics	126	No Substitutions
58	Kemp Pediatric Airway Bag w/7 removable Color coded Pouches	EA	KB10-118	KEMP USA	4	No Substitutions
59	Dual Lumen Stomach Tubes, Size 8fr	EA, 10/BX	8888-264986	Kendal/Coviden	27	Or Equivalent Product

60	Dual Lumen Stomach Tubes, Size 10fr	EA	8888-264911	Kendal/Coviden	29	Or Equivalent Product
61	Dual Lumen Stomach Tubes, Size 14fr	EA	8888-264945	Kendal/Coviden	33	Or Equivalent Product
62	Dual Lumen Stomach Tubes, Size 16fr	EA	8888-264960	Kendal/Coviden	 25	Or Equivalent Product
63	Disposable Nic the Dragon Aerosol Mask, Pediatric, One Size, Plastic, Mask only	EA, 50/CS	1266	Kids MED	72	No Substitutions
64	Safety Glasses, Clear Anti-fog Lens, BOX 12	EA, 12BX	25654	Kimberly Clark	16	Or Equivalent Product
65	King LTS-D [™] Supraglottic Airway Kit With Suction Tube, Size 3 (Each kit includes airway device, syringe, lubricating jelly and quick reference guide)	EA, 5/CS	KLTSD413	King Systems	19	No Substitutions
66	King LTS-D [™] Supraglottic Airway Kit With Suction Tube, Size 4 (Each kit includes airway device, syringe, lubricating jelly and quick reference guide)	EA, 5/CS	KLTSD414	King Systems	356	No Substitutions
67	King LTS-D [™] Supraglottic Airway Kit With Suction Tube, Size 5 (Each kit includes airway device, syringe, lubricating jelly and quick reference guide)	EA, 5/CS	KLTSD415	King Systems	27	No Substitutions
68	The BAG II® Resuscitator, Infant, Mask 1	EA, 12/CS	845131	Laerdal	23	SUB with Approval
69	Endotracheal Tube Securement Device	EA, 25/BX, 100/CS	600-10000	Laerdal	572	No Substitutions

70	LSU Suction Unit with Bemis Canister	EA	780020	Laerdal	2	No Substitutions
71	AC Power Cord, For LSU 780020	EA	780210	Laerdal	6	No Substitutions
72	Coaxial Vacuum Connector 33cm, For LSU 780020	PK, 12EA	780422	Laerdal	18	No Substitutions
73	DC Power Cord, For LSU 780020	EA	780200	Laerdal	0	No Substitutions
74	NiMH Battery, For LSU 780020	EA	780800	Laerdal	9	No Substitutions
75	Alcohol Prep Pads Large, 2-Ply, 70% isopropyl alcohol, BOX 100, CASE 10/BX	BX100, 10BX/CS	1330-86100	Curaplex	54428	No Substitutions
76	Double-Sided Razor, Shave Prep, Blue (Box of 100)	EA, BOX 100	DYND70837	Medline	390	Or Equivalent Product
77	Nasopharyngeal Airway, 12FR, PVC, Latex-free	EA, 10/BX	51150	Medstorm Curaplex	6	Or Equivalent Product
78	Nasopharyngeal Airway, 18FR, PVC, Latex-free	EA, 10/BX	51153	Medstorm Curaplex	8	Or Equivalent Product
79	Nasopharyngeal Airway, 20FR, PVC, Latex-free		1-5075-20	Sun Med	8	Or Equivalent Product

80	Nasopharyngeal Airway, 22FR, PVC, Latex-free		1-5075-22	Sun Med	7	Or Equivalent Product
81	Nasopharyngeal Airway, 24FR, PVC, Latex-free		1-5075-24	Sun Med	7	Or Equivalent Product
82	Nasopharyngeal Airway, 26FR, PVC, Latex-free		1-5075-26	Sun Med	9	Or Equivalent Product
83	Nasopharyngeal Airway, 28FR, PVC, Latex-free		1-5075-28	Sun Med	36	Or Equivalent Product
84	Nasopharyngeal Airway, 30FR, PVC, Latex-free		1-5075-30	Sun Med	18	Or Equivalent Product
85	Nasopharyngeal Airway, 32FR, PVC, Latex-free		1-5075-32	Sun Med	9	Or Equivalent Product
86	Nasopharyngeal Airway, 34FR, PVC, Latex-free		1-5075-34	Sun Med	8	Or Equivalent Product
87	Disposable Corrugated Core IV Armboard, 3in x 9in	EA	56-1004EA	Morrison Medical	12	Or Equivalent Product
88	Disposable Corrugated Core IV Armboard, 2in x 4in	EA	450004	Morrison Medical	15	Or Equivalent Product
89	Meconium Aspirator	EA	N 0101	NEO TECH	8	Or Equivalent Product

90	Carry Case w/ Reflective Stripes, Black	EA	HHCC 4249-000	Nonin	5	No Substitutions
91	8500 Series Handheld Pulse Oximeter, LED Display	EA	8500	Nonin	5	No Substitutions
92	Reusable Finger Clip Pulse Oximetry Sensors Adult	EA	8000AA	Nonin	9	No Substitutions
93	Reusable Finger Clip Pulse Oximetry Sensors Pediatric	EA	8000AP	Nonin	4	No Substitutions
94	Reusable Finger Clip Pulse Oximetry Soft Sensors Adult	EA	8000SL	Nonin	0	No Substitutions
95	Reusable Finger Clip Pulse Oximetry Soft Sensors Pediatric	EA	8000SS	Nonin	0	No Substitutions
96	Sterile, Latex-free, Bacteriostatic, Water Soluble 0.1oz (3g)	BX, 144EA	P903100	ProAdvantage by NDC	0	No Substitutions
97	NiCd Battery Flat Compatible w/S-SCORT II	EA	733-5931	R&D Batteries	0	No Substitutions
98	Flexible Stretchers, Orange, 79in x 38in, Orange	EA	RSS0003	Reeves EMS	0	No Substitutions
99	Aluminum/Foam Emergency Limb Splint, Orange/Blue, Flatfold	EA	SP1121F	SAM Medical	12	No Substitutions

100	ClearSafe Comfort, IV Catheter 14 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84210	Curaplex	36	No Substitutions
101	ClearSafe Comfort, IV Catheter 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84220	Curaplex	42	No Substitutions
102	ClearSafe Comfort, IV Catheter 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84230	Curaplex	2935	No Substitutions
103	ClearSafe Comfort, IV Catheter 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84240	Curaplex	7769	No Substitutions
104	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84250	Curaplex	1683	No Substitutions
105	ClearSafe Comfort, IV Cather 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	EA, 50/BX, 200CS	1612-84260	Curaplex	27	No Substitutions
106	Stopcock Swivel Male LL 3 Way Disposable Sterile Small Body, CASE 50	BX, 50EA	MX5311L	Smiths Medical	11	No Substitutions
107	NEEDLE, SAFETY GRIPPER PLUS, 19GX3/4", 12/BX	BX, 12EA	21-2868-24	Smiths Medical	0	No Substitutions
108	SSCOR QUICKDRAW® - Alkaline Battery Powered Suction Unit	EA	2403	SSCOR	4	No Substitutions
109	SSCOR Quickdraw Canister with Hose Barb	EA, 20CS	2488-20	SSCOR	12	No Substitutions

110	SSCOR Quickdraw® Disposable Battery Pack	EA	80613-100	SSCOR	0	No Substitutions
111	Battery S-SCORT III	EA	80638	SSCOR	3	No Substitutions
112	Wall Charging Cord S-SCORT III AC	EA	80533	SSCOR	4	No Substitutions
113	DC Charging Cord SCORT III -DC	EA	80665	SSCOR	4	No Substitutions
114	Quick Draw Carry Case Large (for unit and disposables)	EA	10076	SSCOR	4	No Substitutions
115	HI-D™ Big Stick Pharyngeal Suction Tip, 25in L	EA, 50CS	40240	SSCOR	0	No Substitutions
116	G3 Back Pack Responder (Red)	EA	G35000RE	Statpacks	18	No Substitutions
117	G3 Medslinger (Red)	EA	G35011RE	Statpacks	14	No Substitutions
118	G3 Airway Cell Green	EA	G31000GN	Statpacks	3	No Substitutions
119	G3 IV Cell Blue	EA	G31001BU	Statpacks	16	No Substitutions

120	G3 Medicine Cell Red	EA	G31003RE	Statpacks	6	No Substitutions
121	G3 Vial Strand (4pk)	РК	G2500RE	Statpacks	18	No Substitutions
122	Color Coded Berman Airway, 5cm L, Size 0, Infant	EA	792-1-1508-50EA	Sun Med	9	Color Coded Preferred
123	Color Coded Berman Airway, 6cm L, Size 1, Small Child	EA	792-1-1508-60EA	Sun Med	9	Color Coded Preferred
124	Color Coded Berman Airway, 7cm L, Size 2, Child	EA	792-1-1508-70EA	Sun Med	7	Color Coded Preferred
125	Color Coded Berman Airway, 8cm L, Size 3, Small Adult	EA	792-1-1508-80EA	Sun Med	9	Color Coded Preferred
126	Color Coded Berman Airway, 9cm L, Size 4, Medium Adult	EA	792-1-1508-90EA	Sun Med	6	Color Coded Preferred
127	Color Coded Berman Airway, 10cm L, Size 5, Large Adult	EA	792-1-1508-99EA	Sun Med	6	Color Coded Preferred
128	Bougie-To-Go™ ET Tube Introducer with Coude Tip, Adult, 15fr x 60cm	EA, 10/BX	9-0212-82	Sunmeade	26	No Substitutions
129	Curaplex Dart Atomization Device, Each (BOX 25)	EA, 25/BX, 100/CS	2170-20300	Curaplex	1861	No Substitutions

130	Teleflex Multi-Adapter - 15mm ID X 22mm OD	EA, 50/CS	1422	TELEFLEX/Hudson RCI	21	No Substitutions
131	Nasal Cannula Pediatric w/7' tubing	EA, 50/CS	30056	Curaplex	91	or equivilant product
132	Micro Mist Nebulizer w/ 15/22 Tee, Reservoir Tube & 7' Tubing	EA, 50/CS	1883	TELEFLEX/Hudson RCI	1454	No Substitutions
133	Adult Aerosol Mask	EA, 50/CS	1083	TELEFLEX/Hudson RCI	1150	No Substitutions
134	50ml Sterile Disposable Syringe Catheter Tip (Toomey)	EA	26304	EXEL Int	31	Tapered tip lavage syringe- 30cc minimum size
135	Bacterial/Viral Filter, 22mm ID x 15mm ID / 22mm	EA, 50/CS	87-FH603003EA	Bound Tree Medical	260	No Substitutions
136	Safety Control Seals Red W/Numbers 11 inches, 100/PK 20PK/CS Secure Grip (Heat Stamp)	100/PK, 20PK/CS	229271	Bound Tree Medical	4200	No Substitutions

Supplier's Pricing Response Required Questions			
Does Supplier have its own Federal (GSA-MAS) award contract?	Select One		
Provide Supplier's Federal (GSA-MSA) contract number. (Note: If you currently have an approved GSA Pricing Schedule in this category, it is acceptable to adopt your own schedule. If you do not have either, then adopt a GSA Pricing Schedule that best fits your pricing strategy and product offering.)			
Supplier acknowledges it has its own Federal (GSA-MAS) award contract and it must offer PGC prices that are no greater than the prices set forth within that contract.	Select One		
Enter the Federal (GSA-MAS) contract number and name of Supplier for the Federal (GSA- MAS) contract which Supplier is electing to adopt as a part of its SOW and Pricing Response for this Application.			
Supplier acknowledges that it has elected to adopt another supplier's Federal (GSA-MAS) contract (GSA Pricing Schedule) and that the prices Supplier will offer PGC will be no greater than the prices in the adopted Federal (GSA-MAS) contract.	Select One		
Supplier further acknowledges the requirement to enter the Fixed Price Labor Hour (FPLH) titles and rates from the Federal (GSA-MAS) contract into SOW Exhibit 1.			
Supplier acknowledges and agrees the Fixed Price Labor Hour (FPLH) rates shall be fully loaded (e.g., inclusive of statutory and non- statutory fringe benefit costs, worker's compensation, FICA, Federal and state unemployment insurance and such other allocable indirect costs on labor and a reasonable profit/fee). See SOW EXHIBIT 1 for further information.	Select One		
Supplier may be required to provide oral presentations to discuss their proposal response and answer questions.	Select One		

VI. Annual Financial Statements

Upload the three (3) most recent Annual Financial Statements (Audited or prepared in accordance with Generally Accepted Accounting Principles (GAAP) as a part of this Application).

Supplier's SOW Required Questions			
Supplier acknowledges reading,	Select One		
understanding, and accepting the information			
contained within the SOW section herein.			
Does your company have relevant business			
or professional licenses or certifications?			
Supplier's personnel may be required to pass	Select One		
a security background check, if requested.			
The Supplier is the legally responsible	Select One		
employer and maintains that relationship			
during the time its employees or			
subcontractors are assigned to a PGC Agency			
or client. The Supplier recruits, tests, hires,			
trains, assigns, pays, provides benefits and			
leave to, and as necessary, addresses			
performance problems, disciplines, and			
terminates its employees. The Supplier is			
responsible for payroll deductions and			
payment of income taxes, social security			
(FICA), health insurance, unemployment			
insurance, and workers' compensation, as			
applicable, and shall provide required liability			
insurance and bonding.			

Professional References

Instructions: Supplier must provide three (3) professional references for which Supplier has provided work (products and services) of a similar nature and magnitude to that requested in this Application, and at organizations similar in size and type to PGC.

Professional Reference #1		
Reference #1 Company Name		
Reference #1 Company Address		
Reference #1 Contact Name		
Reference #1 Contact Email Address		
Description of Products/Services Provided to Reference		
Reference's Contract Initial Term Effective Date and		
Expiration Date		
Reference's Contract Renewal Term Effective Date and		
Expiration Date		

Professiona	Reference #2
Reference #2 Company Name	
Reference #2 Company Address	
Reference #2 Contact Name	
Reference #2 Contact Email Address	
Description of Products/Services Provided to Reference	
Reference's Contract Initial Term Effective Date and Expiration Date	
Reference's Contract Renewal Term Effective Date and Expiration Date	
Professiona	l Reference #3
Reference #3 Company Name	
Reference #3 Company Address	
Reference #3 Contact Name	
Reference #3 Contact Email Address	
Description of Products/Services Provided to Reference	
Reference's Contract Initial Term Effective Date and	
Expiration Date	
Reference's Contract Renewal Term Effective Date and	

SIGNATURE FORMS

Section 3

Form A - Bid/Proposal Affidavit. This Form must be completed and submitted with the Application.

Form B – Bidder/Offer Statement of Ownership. This Form must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

Form C - Vendor's Oath and Certification. This Form must be completed and submitted with the Application.

Form D - Wage Requirements for County Service Contracts. This Form must be completed and submitted with the Application as instructed in the Attachment.

Form E – Certificate of Compliance regarding Fair Labor Standards Act – This Form must be completed and submitted with the Application.

Form F – Certification of Assurance of Compliance Regarding Suspension and Debarment - This Form must be completed and submitted with the Application.

Form G - First Source and Local Hiring Agreement - This Form must be completed and submitted with the Application.

Form H - Welfare to Work Initiative Form - This Form must be completed and submitted with the Application.

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._____Not Current ____Not Current _____Not Current ______NOT CURRENT 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 PROPOSAL

FORM B – OFFEROR STATEMENT OF OWNERSHIP (continued)

Part A below requires a business entity, when responding to a proposal application, 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.

PA	RT "A" – OWNI	ERSHIP	Date:			-
1.	Full name and add	lress of business:				-
	City a	nd State	Zip Code	Bus.	Phone w/area code	-
2.	Is the business inc	orporated?	YesN	C		
3.	Other names used	by business i.e., T/A	:			-
No	n-Corporate Bus	iness				-
	-	2 above is No, list the cial interest in the bus			nce address of each indiv sheet as necessary.)	vidual having a
	Name	Busi	iness Address		Residence Address	
Co	rporate Business	Entities				
Is t	he corporation list	ed on a national secu	rities exchange?	Yes	No	
4.		f all officers of the cospective offices. (Ple	1		esidence addresses and the sessary.)	ne date they
	Name	Residence Office	Business/Address	\$	Date Office Assumed	
5.		er assumed office and			ir business and residence ector shall expire (if any)	

	Residence	Date
Name	Business/Address	Office Assumed

FORM B – 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	ee Address
Th	s Financial Disclosure Stater	nent has been prepared l	ру	
		on this	day of	, 20
				Signed by Preparer
PA	RT "B" - OFFEROR'S QU	JALIFICATION STAT	TEMENT	
req				y, or conspiracy to bribe, and is signed form must be submitted
1.	I am the	of		a party interested
	in obtaining a contract with Pr	rince George's County und	ler conditions set forth in docu	ments for Bid No.
2.	aforementioned business entit plea of nolo contendere to, a c	y has on the basis of acts c charge of bribery, attempte	committed after July 1, 1977, be	e under the laws of the State of

3. I have been authorized to make this statement on behalf of the aforementioned party.

(attachment should list name, title, offense, place and date of conviction or plea);

ACKNOWLED	OGMENT (Corporate)	(S	ignature)	
Ι,	Name (F	Printed)	certify that	I am the
	Title and Office	of	Business Entity	and
that	Name (Printed)	who signe	ed the above Affidavit.	

FORM B – 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 PROPOSAL

FORM 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 PROPOSAL

FORM D – WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Wage Requirements for Service Contracts

1. This application 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 application 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 application, 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. These 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

FORM D – 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.

FORM D – 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, 2022 through July 1, 2023 \$15.60 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 who are 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 application 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).
- \Box 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).

FORM D – 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).

Nonprofit's Comparison Price(s) 4.

- 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 Application, 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:

FORM E – 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 Bidder/Offeror(s) 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 COST PROPOSAL

FORM F – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING SUSPENSION AND DEBARMENT

<u>General</u>

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 Bidder/Offeror(s) 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 Non-procurement 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 PROPOSAL

FORM G – 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
 - (A) 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.

FORM G – 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 toa 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 andLocal Hiring agreement:

Name:		
Title:		
Phone:	Email:	

SUBMIT THIS FORM WITH COST PROPOSAL

FORM H – WELFARE TO WORK INITIATIVE FORM

<u>WELFARE TO WORK INITIATIVE</u>: The Prince George's County Government actively supports provisions of theWelfare 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. Bidder/Offeror(s) interested in additionalinformation 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 PROPOSAL

REQUIRED ACKNOWLEDGEMENTS

Section 4

REQUIRED ACKNOWLEDGEMENTS

Click the icon to access the documents listed below. Sign this form to acknowledge receipt of the listed documents, including, but not limited to, the General Terms and Conditions.



- 1. **Supplier Participation Certification and Acknowledgement.** This Attachment must be completed and submitted with the Bid/Proposal.
- 2. **Supplier Utilization Plan**. All Parts (Parts 1, 2, 3 and 4) of this Attachment must be properly completed and submitted with the Bidder's Bid/Proposal or the Bid/Proposal will be deemed non-responsive and rejected. Parts 1 and 2 must be submitted with the Technical Proposal. Parts 3 and 4 must be submitted with the Bid Price Sheet.
- 3. Certification of Contractor's Best Efforts. This Attachment must be completed and submitted by the awardee if at any time during the term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the solicitation.
- Equipment List. This Attachment must be completed and submitted with the Technical Response, if applicable501(c)(3) Nonprofit Organization's Employees' Wage and Health Insurance Form-Prince George's County Code, Section 10A-144. This Attachment must be completed and submitted with the Bid/Proposal only where applicable.
- 5. **Mid-Atlantic Purchasing Team Rider.** If applicable, this Attachment must be completed and submitted with the Bid/Proposal.
- 6. Statement Regarding Compliance with Resident Hiring Goals on Existing Contracts at Renewal or Extension.
- 7. First Source and Local Hiring Agreement Compliance Report. The Contractor must submit this attachment to the Prince George's County Economic Development Corporation's Workforce Services Division by the fifth business day of every month.
- 8. Clean Renewable Energy Technology Feasibility Assessment.
- 9. Notice Under the Americans with Disabilities Act.
- 10. Definitions of Certified Businesses
- 11. **Monthly Supplier Participation Report.** This Attachment must be completed and submitted to the Office of Central Service Compliance Unit each month during the term of the awarded contract.
- 12. **Request for Modification of Supplier Utilization Plan.** This Attachment must be completed and submitted to the Office of Central Service Compliance Unit if at any time during the term of the awarded contract the Contractor has reason to know that the supplier participation requirements are not or may soon not, be met.
- 13. General Conditions and Instructions to Bidder/Offerors
- 14. General Terms and Conditions
- 15. Sample Agreement

REQUIRED ACKNOWLEDGEMENTS Section 4 (CONTINUED)

By my signature below, I acknowledge that I have received and reviewed the documents listed above.

Name

 Signature

 Date

Company Name