



CONTRACT ADMINISTRATION & PROCUREMENT DIVISION APPLICATION

Issue Date: May 23, 2022

**Prince George's Supply Schedule (PGCSS) Category:
Promotional Items - NAICS CODE 541890**

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

NOTICE

A Prospective Supplier that has received this application from the **SPEED** eProcurement Platform, Office of Central other Services' website <http://www.princegeorgescountymd.gov/> or received this Application from a source other than the County, and that wishes to assure receipt of addenda with changes or additional products related to this Application, should immediately contact the Procurement Officer and provide the Prospective Supplier's name and email address so that addenda to this application or other communications can be sent to the Prospective Supplier prior to Proposal closing.



PGC **SUPPLY** **SCHEDULE**



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, <https://www.princegeorgescountymd.gov/3692/SPEED> or the Contract Administration & Procurement ("Procurement") Division's procurement opportunities website, <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>.

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**

Application Name: Prince George’s County Supply Schedule (PGCSS) Category – Promotional Items

NAICS Code(s): 339950

Application Issue Date: May 23, 2022

Closing Date and Time: June 17, 2022 at 4:00 p.m. EST

Procurement Contact: Marion Brown-Flamer, Procurement Contact
Contract Administration & Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone: (301) 883-6450 ~ Fax: (301) 883-6464

Pre-Proposal Conference: June 1, 2022 at 9:00 a.m. EST

Submission of Questions: All questions must be submitted through SPEED.

Questions Due By: June 3, 2022 at 2:00 p.m. EST

Bid Bond Required: 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
TRAINING SERVICES**

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Section 1: SUPPLIER INFORMATION, QUALIFICATIONS AND ACKNOWLEDGEMENTS

Section 2: STATEMENT OF WORK (SOW)

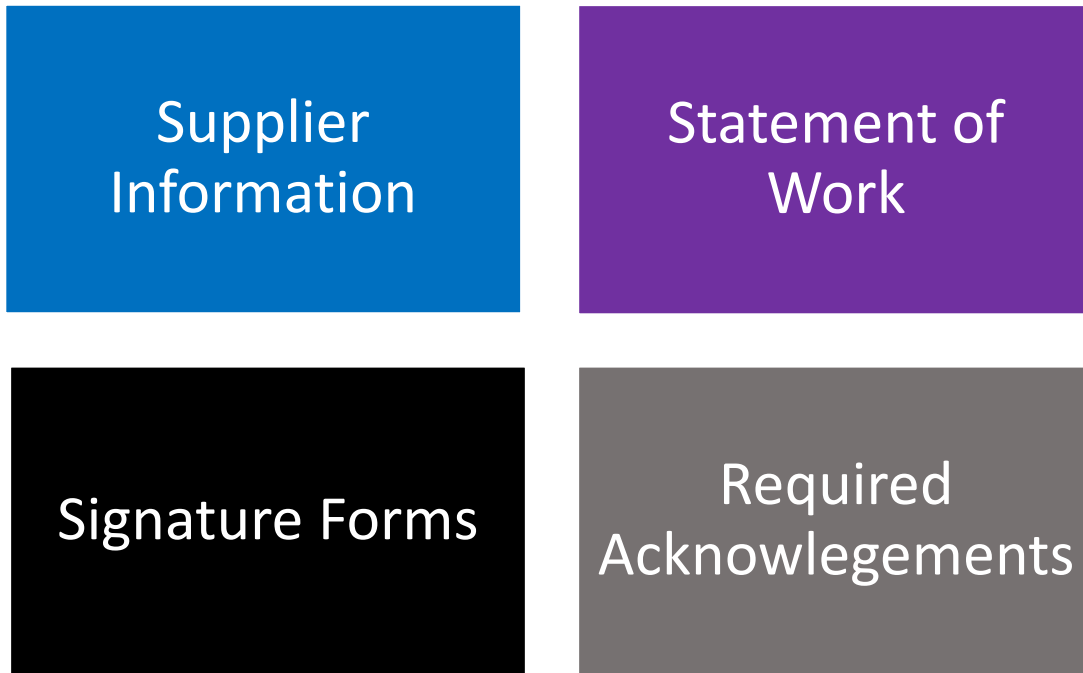
Section 3: SIGNATURE FORMS

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, synopsise 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.

(SECTION CONTINUES BELOW)

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	
Supplier State of Organization	
Supplier Foreign-Owned Status	

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			

(SECTION CONTINUES BELOW)

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 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 Business License? A copy of the license must be included with your Application response.	
Is your company registered as a PGC supplier?	

(SECTION CONTINUES BELOW)

Supplier Acknowledgement Questions

<p>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.</p>	
<p>At its own expense, Supplier shall:</p> <ul style="list-style-type: none"> • Obtain all necessary licenses and permits. • Provide competent supervision. • 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. 	
<p>Supplier acknowledges reviewing the Application, in its entirety, and agrees to submit all completed forms, certifications, affirmations and affidavits required within this Application.</p> <p>Note: Omitted or incomplete required forms may result in elimination of the proposal from further consideration.</p>	

(SECTION CONTINUES BELOW)

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. 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.	
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.	
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.	
Please acknowledge that PGCSS makes no guarantee of award or volumes awarded. PGCSS reserves the right to split award volumes.	
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.	
Supplier agrees to review and accept the Required Acknowledgements in Section 4.	

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 Promotional Items SOW

SCOPE

Promotional items include an array of products customized for distribution to customers, employees, stakeholders, residents, etc. Examples include but are not limited to apparel, cups, stationary, pens, pencils, pamphlets, binders, folders, notebooks, etc.

Your response should include a broad array of customizable products, details on your customization process/technology, response time, project management and customer service.

Key requirements include:

- Technology/catalog/Punchout
- Ease of ordering
- Delivery/distribution
- Customer Service
- Billing capability
- Problem resolution system/process

Note: Suppliers should respond to this application detailing their ability to meet the requirements identified in the Supplier Capability Response. Pricing will be customized based on specific agency task order/project details. PGC will ensure competitive pricing at the task order/project level by obtaining multiple quotes for each project.

EVALUATION

The selection procedure for procurement of this contract shall be the SOW response, technology capability and professional reference checks.

(SECTION CONTINUES BELOW)

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.**

III. Supplier Capability Response

SUPPLIER CAPABILITY	
The following requirements should be addressed within Supplier's overall SOW response.	
Online Ordering (Catalogue) Requirements	<ul style="list-style-type: none">• 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.• Customer service history• 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.• Client 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 or out-of-stock items.• Estimated delivery dates for back-ordered items.• Provide notifications and alternative purchase items when back-ordered items won't 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 if item is back-ordered or out-of-stock and a reminder of the 'No Substitution' election.

(SECTION CONTINUES BELOW)

SUPPLIER CAPABILITY	
Distribution, Cancellations and Returns	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 Promotional Items to PGC locations throughout the County. • 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.
Quality control and review process	<ul style="list-style-type: none"> • 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.
Partner Relationships	<ul style="list-style-type: none"> • Describe any partnerships or other arrangements with manufacturers, wholesalers or distributors.
Special projects	<ul style="list-style-type: none"> • Provide any projects that illustrate your management of complex product requirements, challenging timelines and/or creativity. • Provide project management, delivery, costs, and other relevant factors. Insert pictures.

(SECTION CONTINUES BELOW)

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, educational background, and relevant professional affiliations.

- Management Team
- Account Management Team
- Other Key Personnel

V. Supplier's Pricing Response and Exhibit 1

Instructions Product Pricing: Promotional product pricing will be conducted at the task order level.

Instructions Exhibit 1: Please include a maximum of 10 of your best-selling Promotional Items. Your input should include, but is not limited to apparel, bags, binders, pens, etc. Additionally, please provide details including pricing, on any special projects that highlight your project management and creative skills. You are encouraged to provide photographs to support your submission.

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.

(SECTION CONTINUES BELOW)

EXHIBIT 1: PROMOTIONAL ITEMS PRICING TEMPLATE

Category Name: PROMOTIONAL ITEMS

NAICS Code: 339950

[illegible]

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. 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.	Select One
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

(SECTION CONTINUES BELOW)

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, understanding, and accepting the information contained within the SOW section herein.	Select One
Does your company have relevant business or professional licenses or certifications?	
Supplier's personnel may be required to pass a security background check, if requested.	Select One
The Supplier is the legally responsible 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.	Select One

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	

(SECTION CONTINUES BELOW)

Professional 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	
Professional 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 Expiration Date	

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.

FORM A – PROPOSAL AFFIDAVIT

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 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.

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
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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 Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20____.

Signed by Preparer

PART “B” - OFFEROR’S QUALIFICATION STATEMENT

Part B is Offeror’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)

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, 2021 through July 1, 2022 \$15.00 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).
- ☐ 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).

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 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**

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 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 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 COST PROPOSAL

FORM H – 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. Bidder/Offeror(s) 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 PROPOSAL

REQUIRED ACKNOWLEDGEMENTS

Section 4

REQUIRED ACKNOWLEDGEMENTS

Click below to access and acknowledge the Application Terms and Conditions.



Acknowledgement
Attachments.docx

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 term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the solicitation.
4. **Equipment List.** This Attachment must be completed and submitted with the Technical Response, if applicable
5. **501(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.
6. **Mid-Atlantic Purchasing Team Rider.** If applicable, this Attachment must be completed and submitted with the Bid/Proposal.
7. **Statement Regarding Compliance with Resident Hiring Goals on Existing Contracts at Renewal or Extension.**
8. **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.
9. **Clean Renewable Energy Technology Feasibility Assessment.**
10. **Notice Under the Americans with Disabilities Act.**
11. **Definitions of Certified Businesses**
12. **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.
13. **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.
14. **General Conditions and Instructions to Bidder/Offerors**
15. **General Terms and Conditions**
16. **Sample Agreement**

I acknowledge that I have reviewed the documents listed above.

Name

Signature

Date