



THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
13300 OLD MARLBORO PIKE, RM 20
UPPER MARLBORO, MD 20772

REQUEST FOR PROPOSAL

VIDEOGRAPHER/EDITING/MEDIA
SUPPORT FOR DIGITAL FILM FESTIVAL

RFP-003-21

ISSUED BY: Purchasing & Supply Services
Attention: Francine Morris

RFP NUMBER: RFP 003-21

RELEASE DATE: June 10, 2021

PRE-PROPOSAL MEETING: Thursday June 18, 2021 @ 10:30 a.m.

PROPOSAL DUE DATE: July 7, 2021 at 2:00 p.m. (Room 20)

DIRECT INQUIRIES TO: Francine Morris
pg_Francine.Morris@pgcps.org
Diane.Forde@pgcps.org

PROPOSAL DOCUMENTS

1. Download the document from the Board's website at: www.pgcps.org or by clicking on the following link: <https://www.pgcps.org/purchasing/bidsnew.aspx>.
2. Access solicitations on eMaryland Marketplace @ <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%fpage.aspx%2fen%2fbuy%2fhomepage>
3. Contact the Purchasing Department at 301-952-6560.
4. Visiting hours for the Purchasing Department are between the hours of 9:00 AM and 4:00 PM. Monday through Friday excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Respondents are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Respondent's proposal unacceptable and subject to rejection.

Questions and inquires may be addressed as outlined in Part II, Item 4 of this solicitation.

All questions must be directed to the Buyer specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals to provide **Videographer/Editing/Medial Support for Digital Film Festival** for the Department of Creative and Performing Arts School.

2.0 BACKGROUND

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 136,000 students, 19,600 employees and an annual operating budget of \$2.3 billion.

3.0 SCOPE OF SERVICES

The BOARD requests proposals for **Videographer/Editing/Media Support for Digital Film Festival**. The specifications are contained in the Request for Proposal (RFP). Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

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

CONTRACTORS IN LEGAL PROCEEDINGS WITH PGcps

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

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for **three (3) years**. Prices shall remain firm for the initial term.

The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed **Two (2) additional One (1) year periods**.

- A. The Board expects all vendors to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

3.0 PRE-PROPOSAL MEETING

A Pre-Proposal meeting is scheduled for **Thursday, June 24, 2021 @ 10:30 a.m.** The Pre Proposal meeting will be held virtually Via Zoom. Only interested Respondents who return **Appendix J Letter of Intent to attend the Pre-Proposal Conference included with this solicitation will receive Zoom Conference information.**

While attendance the pre-proposal meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to pg_Francine.Morris@pgcps.org and Diane.Forde@pgcps.org in word format. To be given consideration, the questions must be received in WORD Format **No later than July 25, 2021, at 2:00 p.m., EST.** Please do not submit questions in PDF format. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on the following portals.

- PGPCS website www.pgcps.org/Purchasing

And

- State of Maryland website <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%fpage.aspx%2fen%2fbuy%2fhomepage>

Questions Due	June 25, 2021
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Addendum Posted	June 29, 2021 (estimated date only)
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5.0 POINT OF CONTACT
Francine Morris, Senior Buyer (Contractor)
Diane Ford, Purchasing Clerk
Purchasing Office
E-mail: pg_Francine.Morris@pgcps.org
Diane.Forde@pgcps.org

TECHNICAL CONTRACT
Anita Lambert,
(Please do not contact)

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

The Contractor’s performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring contractor’s compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The contractor shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract/requirements contract.

8.0 PAYMENT TERMS

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

The Board reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the

timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%fpage.aspx%2fen%2fbuy%2fhomepage> and the Board's Purchasing Department website @ <http://www.pgcps.org/purchasing/bids.aspx>. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace or the Board Purchasing Department website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals shall be received at the Purchasing Office no later than **July 13, 2021, at 2:00 p.m.**, Est time Room 20. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Purchasing & Supply Services prior to the deadline. Any proposal received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom lobby, etc. shall not constitute delivery to the Purchasing Office. Purchasing is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, Maryland 20772.

11.0 PROPOSAL OPENING

RFP Proposals are not open publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. The document will be available for inspection after assurance of Notice of Award.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at: <http://www.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations - 3000 for Administrative Procedure 3325 and attachments. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT); Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA). For additional information contact the Minority Business Office at 301-952-6563.

LOCAL MBE INITIATIVE

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

MINORITY BUSINESS ENTERPRISE PROGRAM– PROHIBITIONS

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

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

14.0 E- COMMERCE

eMaryland Marketplace Advantage

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%fpage.aspx%2fen%2fbuy%2fhomepage> is the primary site for the Board to transmit solicitations over \$25,000.

This website also serves to publish any addenda, associated materials, proposal questions and The Board' responses and other solicitation related information.

Notices of solicitations are also posted on our website:

<http://www.pgcps.org/purchasing/bids.aspx> in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

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

All Offerors wishing to do business with the BOARD are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

15.0 INSURANCE

All offerors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

15.1 CYBER LIABILITY INSURANCE (if applicable)

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

16.0 LIQUIDATED DAMAGES

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

17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with Students:

- A. Any and all current and future employees of Consultant who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

17.1 RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in

Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)

- C. Individuals identified as an alleged abuse or neglect following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

17.2 VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPs representative/project manager

Compliance with Laws

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.

Educational/Medical/Psychological Records

The Offeror acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

Any confidential information provided by THE BOARD to Offeror, including all copies thereof must be used by Offeror only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Offeror agrees to return to THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of THE BOARD. Offeror may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

Protection of Student Records

Offeror and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable

manner in conformance with current industry standards.

Offeror or its affiliates or subcontractors shall implement and maintain a comprehensive data – security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy form. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of THE BOARD or the Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student records. Such data-security program shall include, but not be limited to, the following:

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

18.0 LEGAL COMPLIANCE

- a. Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
- b. Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor’s subcontractors are screened through the Federal Government’s E-Verify system, found at www.dhs.gov/E-Verify. This is a “no fee” service.

18.1 EPA COMPLIANCE

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

19.0 BONDING- (NA)

Respondents will not be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.10)

The bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

PERFORMANCE AND LABOR BOND The successful respondent will not be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amount over or under \$1000

The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

20.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services Prince George's County Public Schools.

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

This requirement applies to both Domestic and Foreign (out of state) Offerors. Foreign entities should contact the State Department of Assessments and Taxation, 301 West

Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation

22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

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PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE PART SUBMISSION

Submission of the proposals is via electronic portal, eMarylandMarketPlace, as well as via hardcopy submittal is required. Only proposals that are submitted via eMMA by the date and time will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

It is the Respondent's responsibility to submit their proposals on time via the electronic portal. It is also the Respondent's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, it is recommended that Respondents become familiar with this portal, as well as the submission process prior to the due date and time of this solicitation. PGCPS reserves the right to request Respondents to provide proof of delivery of uploaded proposal onto the electronic portal. Respondents that fail to provide adequate proof of submission of their proposal via eMMA may be declared nonresponsive and will not be included in the evaluation. Any questions regarding how to submit proposals via the electronic portal shall be directed to eMMA.

A. Offerors shall submit electronically **in separate envelopes** the following:

- Volume I - Technical Proposal
- Volume II - Financial proposal
- Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Each proposal submission shall be comprised of the following:

1. **The Technical** proposal shall include **One (1) original (so labeled) and One (1) copy** in a separate sealed envelope clearly labeled "Technical Proposal". The Original Technical Proposal shall be mailed and delivered by the deadline date indicated in the RFP. The Technical Proposal submission shall also include **One (1) CD or Thumb Drive** mailed with the Original Technical Proposal. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I – Technical Proposal.

In addition, an exact duplicate of the Original Technical Proposal shall be submitted electronically via eMaryland MarketPlace Advantage by the deadline date indicated in the RFP. The Technical Proposal shall be submitted in PDF Format. PGCPS will not accept documents submitted via eMaryland MarketPlace Advantage in an alternate format. Do not submit individual sections of the Technical Proposal. The Technical Proposal submission shall be uploaded as one (1) file.

2. **The Financial** proposal shall include **One (1) Original (so labeled) and One (1) copy** in a sealed envelope clearly labeled "Financial" Proposal". The Original Financial Proposal shall be mailed or delivered by the deadline date indicated in the RFP. The Financial Proposal submission shall also include **One (1) CD or Thumb Drive** mailed with the original Financial Proposal. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

In addition, an exact duplicate of the Original Financial Proposal shall be submitted electronically via eMarylandMarketPlace Advantage by the deadline date indicated in the RFP. The Financial Proposal shall be submitted in PDF Format. PGCPs will not accept documents submitted via eMaryland MarketPlace Advantage in an alternate format. Do not submit individual sections of the Financial Proposal. The Financial Proposal submission shall be uploaded as one (1) file.

3. **The MBE Proposal shall include One (1) original and One (1) Copy** (so labeled) in a separate envelopment clearly labeled “MBE Proposal” and consist of **One (1) Copy of the MBE Utilization form** provided with the RFP. The MBE Proposal shall also include **One (1) CD or Thumb Drive** mailed with the original MBE Proposal original MBE Proposal. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE Proposal.

In addition, an exact duplicate of the Original MBE Proposal shall be submitted electronically via eMarylandMarketPlace Advantage by the deadline date indicated in the RFP. The MBE Proposal shall be submitted in PDF Format. PGCPs will not accept documents submitted via eMaryland MarketPlace Advantage in an alternate format. Do not submit individual sections of the MBE Proposal. The Financial Proposal submission shall be uploaded as one (1) file.

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Offeror’s letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.
2. The Offeror’s Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror understands of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Offeror shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, etc. and has served; and if a past customer, why the Offeror is no longer providing services;
2. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least five (5) recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Offeror shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board.
3. Offeror shall submit a State of Maryland Certificate of Good Standing or other filing verifying the offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Offerors (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West

Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part IV (Scope of Work) including:

Instructional Program, Administrative Costs, Initial Management Plan, Management Report, Delivery of Services Report, Assessment and Progress. Monitoring Plan and End of Year Project Evaluation (separated by tabs if substantial)

TAB F. FORMS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance (Appendix if required G)
8. Financial Proposal Form (Appendix H)
9. MBE Form (Appendix I)
10. Letter of Interest to Attend Pre-Proposal Conference (J)

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An MBE goal of **15%** and a material goal of **15%** have been established for the contract to result from this solicitation (See MBE Administrative Procedures 3325 and Attachments).
- B. Offerors shall include all documents as required in Appendix I (See Appendix I-Part A-Instructions)
- C. Any proposal that does not include and comply with the MBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE Participation Affidavit is non-responsive and will be rejected.

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

PART IV: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is to partner with a vendor who will assist Prince George's County Public Schools (PGCPS) in the Media Arts program providing **VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL** support for digital film festival for the Department of Creative and Performing Arts School.

The vendor will have its pulse on state-of-the-art processes and elevating the media arts instruction through support of PGCPS signature events.

The awarded vendor shall have the background knowledge to assist schools as they upgrade equipment to meet current technology and the school needs.

2.0 BACKGROUND

The Board of Education Prince George's County (The Board) serves the needs of Public Education in Prince Georges County Public Schools (PGCPS). Covering approximately 1,789 Square miles, with a residential population or more than 904,430. In the State of Maryland. The Board operates 240 facilities over a ten-mile radius. District of Columbia to suburban developments and rural farming communities. The Central Administration Headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

PGCPS serves 208 schools and centers offering a wide array of specialized education programs to meet the needs and interests of students throughout the County. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 136,000 students, 19,600 employees and an annual operating budget of \$2.4 billion.

3.0 SCOPE OF SERVICES

Prince George's County Public Schools (PGCPS) is inviting Qualified Respondents to Submit proposals that outline the needs to provide **Videographer/Editing/Media Support for Digital Film Festival** providing recommendations for upgrades. The Digital Film Festival is held annually around the same time each school year as cited below:

October-November 2021– Recommendations for School Equipment Upgrades;

- December-February 2021 Film Festival Preparations; Meeting with Staff, prepare Scripts; Pre-Production
- Mid-February 2022 – Films Arrive for Formatting
- Mid-March 2022 – Festival Adjudication
- April 2022 – Showcase
- May 2022 - Awards

Vendors will be required to perform/provide: Evaluation of TV Studio and Media instructional spaces for three schools.

- 3.1 Evaluate equipment to see if it's operating properly for student's use
- 3.2 Evaluate lightning functionally, work orders made need to be placed. All work
- 3.3 orders shall be sent to: Media Arts Instructional Specialist at bliedhal@pgcps.org.
- 3.4 Evaluate connections between the studio and control booth
- 3.5 Evaluate to see if having a "live" morning show is possible
- 3.6 Consult with the Media Arts Production teacher about the steps to modernize the TV. Please contact Media Arts Instructional Specialist at bliedhal@pgcps.org regarding the steps to modernize the TV

4.0 MEDIA ARTS PRODUCTION STUDIO EQUIPMENT RECOMMENDATIONS;

- 4.1 Will develop a list for the school using mid-level recommendations

A provided list should include necessary items to started second semester. Including future recommendations to expand the program. These items will bring the studio up to current instructional standards to get started in the second semester.

5.0 FORMATTING OF FILM FESTIVAL SUBMISSIONS INTO REELS FOR FILM FESTIVAL SHOWCASE/ADJUDICATION AND FILM FESTIVAL AWARDS REQUIREMENTS

- 5.1 All digital film festival submissions (each submission is 1-5 min. in length, submission number is between 70-120 each year) might need to be adjusted for volume and compression rate to optimize viewing on large theatre screens.
- 5.2 The codec of each submission will be checked and potentially modified for optimal sound and resolution to match the original sound and resolution in the submission.
- 5.3 The reel for Film Showcase/Adjudication needs to be by category and the entire length of the submission. There should be easy access to each category for the ability to start and stop.

6.0 THE REEL FOR FILM FESTIVAL AWARDS NEEDS TO:

- 6.1 Provide an opening segment under (5) five minutes or less that includes a welcome from PGCPs school district representatives that highlights the importance of the day. The successful Offeror will work with PGCPs staff to develop this piece.
- 6.2 Highlight submissions in each category to show nominees. (For example, for sound design, the 30-second clip needs to highlight places in the film that demonstrates why that film was nominated and/or was a winner for that category).
- 6.3 Required to have frames, graphics, and voice-overs to announce the winners.
- 6.4 There should be easy access to start and stop the reel.

6.5 **The 48-hour challenge** will require additional footage for the reel, all full submissions need to be adjusted for volume and compression rate to optimize viewing on large theatre screens, including additional frames, graphics and voice-overs to announce the winners. **The 48-hour challenge** is a secondary opportunity for students to submit films for adjudication. This will require additional footage for the reel, all full submissions need to be adjusted for volume and compression rate to optimize viewing on large theatre screens, including additional frames, graphics and voice-overs to include the winners in the Digital Film Festival.

6.6 The contractor will be available on the Adjudication Day, Film Festival Showcase and Film Festival Awards day to run the reels and coordinate with the venue's technicians for house stage lighting and projector needs and timings. The contractor needs to provide practice appointment at event locations ahead of the actual events to evaluate any potential issues.

6.7 **Film Festival Adjudication Support**

- A. Run the film festival reel in two to four adjudication rooms on the day of the event.
- B. Be available to assist in each adjudication room.
- C. Be available to replay certain entries for review by committee

6.8 **Film Festival Showcase Support**

- A. Run the film festival reel on the day of the event
- B. Capture video and photos of the day in Masterclasses, interviews from the screenings, and the wrap party
- C. Invite other industry professionals to the wrap party
- D. Provide one Media Production professional to run a Masterclass for students that has them actively practicing a media production skill

6.9 **Film Festival Awards Support**

- A. Run the film festival awards reel on the day of the event
- B. Coordinate with PGCPs staff and Master of Ceremonies for planning.
- C. Conduct live interviews of students as they enter the theatre to be projected live on the theatre screen. Company will provide all equipment and interviewer to conduct the interviews.
- D. Capture video and photos of the day
- E. Provide pictures of events and a three minute or less video that summarizes the Film Festival events and positively promotes the event within six weeks of event completion. Vendor is allowed to use this highlight reel for promotion of their company, but all other reels and materials are the exclusive property of Prince George's County Public Schools.

7.0 AGENCY ELIGIBILITY AND QUALIFICATIONS

7.1 All respondents are required to provide demonstrated evidence of its eligibility and qualifications to receive a potential criterion with the school district. While degree/certification in Communications and/or TV Media Arts Production are preferred it is not a requirement. Respondents shall provide and demonstrate documentation of its eligibility for each listed below as evidence of its'

eligibility:

- A. The respondent shall provide documentation that its hardware/software is up to date as per industry standards;
- B. The respondent shall have a minimum of five years of experience working in production (especially video productions/segments, editing)
 - a. The respondent shall provide documentation that its hardware/software is up to date as per industry standards;
 - b. The respondent shall have a minimum of five years of experience working in production (especially video productions/segments, editing)

8.0 PROPOSAL REVIEW PROCESS

To be eligible for consideration, proposals shall be presented in accordance with the instructions provided with this RFP and within the timeframe specified. It shall be the responsibility of the awarded vendor to meet all specifications and guidelines set forth herein, without exception.

The Board reserves the right during the review process to contact respondents who submit proposals and request additional information or clarification as necessary to complete the review.

9.0 TECHNICAL RESPONSE

9.1 Eligibility and Qualifications Requirements

The vendor shall provide a proposal response that fully describes and provides evidence of its eligibility and qualifications to participate on this contract as detailed in Part IV, 4.0 Eligibility and Qualifications. Respondents shall address each component of this section and provide demonstrated evidence of each criteria.

9.2 Technical Approach

The vendor shall provide a quality proposal response to its technical approach that fully describes and provides demonstrated evidence in meeting each component as listed in Part IV Scope of Work.

9.3 Experience and Qualifications (All experience included shall be that of the respondent).

The vendor shall provide a minimum of five (5) years of experience providing Videographer/Editing/Media Support for Digital Film Festival Support Services for similar events.

9.4 Past Performance and References (Past Performance/References shall be that of the respondent).

9.5 The vendor shall provide customer references of at least three (3) similar projects of similar scope.

10.0 FORMAT RESPONSE

To ensure an efficient review process during the evaluation, respondents shall provide a point-by-point Technical Response. The Respondent's Technical Response to this

RFP shall be organized in the format indicated in the RFP. Further, the Technical Response shall follow the same order as the information presented in the RFP, Part IV Scope of Work.

Respondent shall prepare and present its proposal in such a way as to provide a straightforward description of the Respondent's eligibility, qualifications, technical approach, experience, past performance, references and capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP instructions, quality of responsiveness to the RFP requirements, and completeness and clarity of content.

The completed document(s) should be without interlineations, alterations, or erasures and shall be professionally presented. The Respondent's proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

11.0 FINANCIAL PROPOSAL CONTENT

Respondents shall submit all cost in a separately sealed envelope. (as cited in Section 3.0 Volume II Financial Proposal). Respondents shall complete Appendix H Financial Proposal Form. Appendix H shall be submitted in a separately sealed envelope. Do not make alterations to the Financial Proposal Form. Should it be necessary Respondents can provide additional information on pricing on a separate sheet. Appendix H shall be submitted in a separately sealed envelope. Please do not include any pricing in the Respondents Technical Proposal.

Pricing must be inclusive of all Respondent's costs utilized/required by the Respondent.

All hardware and software, audio and video materials costs shall be included in the proposed costs. Items or costs required to provide the services and deliverables as proposed, but not identified in the Respondent's pricing proposal will be the sole responsibility of the Respondent.

The Board of Education expects Respondents to offer a complete, viable solution. Solutions offered in response to this RFP shall not be contingent upon the purchase of services or additional optional services that may be offered. **Respondents should not include any pricing in the Technical Proposal.**

PART V: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- E. Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.
- H. Provide a sample of video production of an event that vendor has produced; provide a 20/30 second edited segment – using a provided sample nominated film, edit clip to highlight the film's best qualities; list of software/hardware the vendor has available to use for this project.

- I. Provide a sample of video production of an event that vendor has produced; provide a 20/30 second edited segment – using a provided sample nominated film, edit clip to highlight the film’s best qualities; list of software/hardware the vendor has available to use for this project.

3.0 **EVALUATION CRITERIA**

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- Integrity/Financial Stability
- Understanding the Project
- Technical qualities
- Sound qualities
- Clarity of Purpose (Production)
- Past Performance and References
- Quality of Offerors experience and capabilities

3.1 EXPERIENCE AND QUALIFICATIONS - (100 POINTS MAXIMUM):

The proposals will be evaluated based on the following criteria:

Technical Proposal - (100 points maximum):

	<u>Points</u>
Organizational History, Structure and Authoritative Direction of Control	10
Knowledge of experience working in production (Video Production/Segments, Editing)	20
Experience Working Effectively with Individuals, Staff, and Students	15
Organizational Capacity to Deliver the Required Services	10
Level of Expertise of Staff Members to Meet the Needs Identified in the Proposal	15
Detailed Knowledge of the Prince George's County Public Schools Department of Creative and Performing Arts	15
Experience in coordinating with PGCPs staff and Master of Ceremonies for planning events.	15
TOTAL POINTS	100

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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

1. REQUEST FOR PROPOSALS (RFP)

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

2. GENERAL REQUIREMENTS

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

code, **A.S.M.E.** regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.

- f. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- g. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- h. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- i. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- j. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- k. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of

government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

I. E-COMMERCE:

The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract on the portal. **(Not Applicable)**

m. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

1. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All Offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
2. All Offerors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
3. All Offerors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

- a. **UNIT PRICES:** Must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must

submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. All additional expenses incurred by The Board as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. **GUARANTEE AND WARRANTIES**

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.

- g. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

6. MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

- a. The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. This procedure also is to inform prospective Offerors that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure. Forms to be used by all respondents for the applicable procedure will be attached to each response. The "Minority Business Enterprise Utilization Affidavit, Attachment 1" MUST BE submitted AT THE TIME OF BID OR PROPOSAL OPENING.

The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of 30% percent of the total dollar value of the construction contract established for this project. All prime contractors, including certified MBE firms, when submitting bids as general or prime contractors, shall attempt to achieve this goal from certified MBE firms unless otherwise stated in the bid. Minority Businesses included in the bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services

- b. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.
- c. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Prince George's County. The bidder or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George's County. Documentation of good faith efforts may be required to be submitted in the sealed bid or proposal.
- d. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective Offerors. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.
- e. Contractors that engage Local MBE and Small Business Enterprises may receive an additional 5 points during the evaluation phase of any solicitations with the Board of Education of Prince George's County.

7. BONDING

- a. BID BONDS: Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing. In the event of inclement weather on the due date of a bid and The Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.
- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company

submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** The Board will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Vendor's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.
- m. **RIGHT TO PROTEST:** The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
 1. An interested party (bidding of standing or offeror) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought

2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.
3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

Appeal of Contract Award Decision

1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
3. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.

The Board reserves the right to award during protest during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.

8. CONTRACT TERM

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

9. COMMENCEMENT OF SERVICES

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

10. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the

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

11. ANNULMENTS AND RESERVATIONS

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

12. TERMINATION OF CONTRACT

- a **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c **TERMINATION FOR CONVENIENCE:** The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, be providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

13. GOVERNING LAW & VENUE

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

14. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and contractors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees,

departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.

g. **INSURANCE:**

1. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
2. The following coverages and limits are required of all vendors:
 - Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
 - Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
 - Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
 - Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.
3. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **to be submitted** to the purchasing office, facilities administration building, 13300 old Marlboro pike, Upper Marlboro, Maryland 20772-9983.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to**

provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.

- h. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.
- i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.
- m. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of The Board of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

15. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

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

In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of service or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement

with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

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APPENDIX B - ADDENDA ACKNOWLEDGEMENT
VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL
SUPPORT FOR DIGITAL FILM FESTIVAL

RFP 003-21

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C - REFERENCES

VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL
SUPPORT FOR DIGITAL FILM FESTIVAL

RFP 003-21

1.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL**

RFP 003-21

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

representative of _____

whose address is _____ and

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

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

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

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

RFP 003-21

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL**

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of Education of Prince George's County:

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

I further affirm that:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(SUBMITTED WITH TECHNICAL PROPOSAL)

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL
RFP 003-21**

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of Education of Prince George's County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(SUBMITTED WITH TECHNICAL PROPOSAL)**

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL**

RFP 003-21

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

() LIMITS ON ABOVE POLICY WILL BE INCREASED () ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- The Board of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.

- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George’s County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George’s County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George’s County information or obtain copies of certificates of insurance. The Board of Education of Prince George’s County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Prince George’s County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form “CERTIFICATION OF INSURANCE COVERAGE” or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Board of Education of Prince George’s County is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to The Board of Education of Prince George’s County.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board of Education of Prince George’s County.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT’S SIGNATURE)

(DATE)

**APPENDIX H – FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH FINANCIAL PROPSAL)**

**REQUEST FOR PROPOSAL VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL
FILM FESTIVAL SUPPORT FOR DIGITAL FILM FESTIVAL**

RFP-003-21

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER _____

TO: BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

We propose to provide VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL **support for digital film festival** to the Board of Education of Prince George's County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Respondents shall complete the below pricing schedule. Respondents shall provide pricing for all categories indicated below. Respondents that fail to provide pricing in accordance with instructions provided in the RFP may be determined non-responsive.

Name _____

Title _____

Signature _____

Date _____

Email Address _____

**APPENDIX I - MBE FORM
(Insert Documents if Required)**

RFP 003-21

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL**

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

Contractor _____ RFP NO. _____

Address _____

City, State and Zip _____

Telephone: _____ Fax: _____ Email: _____

FOR MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS: PGC MBE____ PGC MWE _____ MD MBE____ MD MWE____

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

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

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

**APPENDIX J - LETTER OF INSTREST TO ATTEND THE
PRE- PROPOSAL CONFERENCE**

**VIDEOGRAPHER/EDITING/MEDIA SUPPORT FOR DIGITAL FILM FESTIVAL SUPPORT
FOR DIGITAL FILM FESTIVAL**

RFP 003-21

Send via email to: Francine Morris pg_Francine.morris@pgcps.org and Diane.Forde@pgcps.org

Respondent shall submit this document no later than 4pm ET on June 16, 2021 p.m.

On behalf of (***Institution Name***), we are pleased to inform you of our intent to submit a proposal for. Our proposal will address all components of the Request for Proposal for _____.
We intend to submit a proposal to you by_____.

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	



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- I. **PURPOSE:** To establish a resolution that a goal of 30 percent be attempted on all contracts with a minimum of 15 percent requirement of the total dollar value for all Prince George's County Public Schools' contracts for materials (other than materials of instruction), supplies, equipment, services and construction, as entered into during any fiscal year, be purchased directly or indirectly from Minority Business Enterprises (MBEs).
- II. **POLICY:** As set forth in state law and county ordinance, the Prince George's County Public Schools' Minority Business Enterprise Program must meet certain statutory and regulatory requirements. In recognition of existing state and county statutes, rules, regulations, and resolutions, and consistent with statutory provisions related to bidding proposals and awards thereon by local boards of education, the Board of Education of Prince George's County adopted a minority business Administrative Procedure on April 21, 1986. This procedure, revised on July 1, 2004, supersedes the procedure of June 30, 1998.
- III. **BACKGROUND:** The following regulations all seek to achieve certain minimum percentages of total contract expenditures for minority business enterprises, as hereafter defined, where state or county funds are involved.
 - A. Annotated Code of Maryland, State Finance and Procurement, Article 14-301.
 - B. Annotated Code of Maryland, Education, Article Section 5-301.
 - C. Annotated Code of Maryland, Education, Article Section 4-125.
 - D. Code of Maryland Regulations, Title 21, Subtitle 11, Chapter 3.
 - E. Prince George's County Code, 10-A, Subdivision 10A-136, Assistance to Minority Business Enterprise.
 - F. Interagency Committee Rules, Regulations and Procedures for the Administration of the School Construction Program, Section 15 (approved by Board of Public Works, October 6, 1993).
- IV. **DEFINITIONS:**
 - A. Minority Person: A member of a socially or economically disadvantaged minority group that for the purposes of this procedure includes African Americans, American Indians/Native Americans, Asians, Hispanics, Women, Physically or Mentally challenged individuals, and Not-for-Profit



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entities organized to promote the interests of physically or mentally disabled individuals.

- B. Minority Business Enterprise (MBE): Any legal entity, other than a joint venture, that is at least 51 percent owned and controlled by one or more minority person(s), organized to engage in commercial transactions.
- C. Ownership:
1. For a sole proprietorship to be deemed a minority business enterprise, the sole proprietor must be a minority person. If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the minority person's ownership interest.
 2. For a partnership to be deemed a minority business enterprise, at least 51 percent of the partnership's assets or interests must be owned by a minority person or minority persons. If the ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the minority person(s) ownership interest.
 3. For a corporation to be deemed a minority business enterprise, legal and equitable ownership of at least 51 percent of the aggregate of all classes of stocks, bonds, or other securities issued by the corporation must be owned by a minority person(s). If an ownership interest held by a minority person is subject to formal or informal restrictions such as options, security interests, agreements, etc., held by a non-minority person(s) or business entity, the options, security interests, agreements, etc., held by the non-minority person(s) or business entity may not significantly impair the minority person(s)' ownership interest. (Note: stock held in trust is not considered as stock held by the disadvantaged business persons when computing the business person(s)' ownership).
- D. Control: Minority owners shall either collectively or individually possess the working knowledge of the technical requirements needed, power to



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direct or cause the direction of management, policies and objectives and to make all substantive, day-to-day decisions on applicant's major and/or essential operations. In addition, the applicant must demonstrate technical knowledge of the firm's major areas of work. No formal or informal restrictions of any kind shall exist which limit the customary discretion necessary for actual business control by the minority owners.

- E. Certification: The determination that a legal entity is a minority business enterprise consistent with the provisions of Subtitle 3 (13-301b) of the State Finance and Procurement Article.
- F. Certified Minority Business Enterprise: A minority business that holds a certification issued by Maryland Department of Transportation (MDOT) or recertification issued by Prince George's County Government.
- G. Race Neutral Measure: Means a method that is or can be used to assist small businesses.
- H. Minority Business Enterprise Coordinator: The employee designated to administer the Board of Education's Minority Business Enterprise Program.
- I. Buyer: Purchasing agent-handling solicitations.

V. MINORITY BUSINESS ENTERPRISE PROGRAM RESPONSIBILITIES:

- A. A roster of MBEs, listing each firm by commodity and service provided, certification, minority business code, location, and current certification status, shall be maintained in Purchasing Services.
- B. The MBE Coordinator, who shall be an employee assigned to Purchasing Services, shall have the direct responsibility for maintaining said roster.
- C. Any MBE on a current listing of Maryland Department of Transportation or Prince George's County Government list of certified MBEs shall, upon furnishing evidence of such, be automatically deemed eligible for placement on the roster of MBEs of Prince George's County Public Schools.

VI. CERTIFICATION: The determination that a legal entity is an MBE consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

VII. TECHNICAL ASSISTANCE-OUTREACH-TRAINING EFFORTS: The MBE Coordinator shall have the direct responsibility for implementing a



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"Technical Assistance-Outreach-Training Program" for small and minority vendors. Said program may cover any and all factors necessary to enable small and minority firms to do business with Prince George's County Public Schools.

- VIII. **SOLICITATION OF BIDS:** All Invitations for Bid (IFB) and Requests For Proposal (RFP) will be reviewed and may, at the discretion of the Board of Education's representative, require a percentage equal to 30 percent but a minimum of 15 percent participation by minority businesses as defined herein in supply, service, construction, moveable equipment, and architectural and engineering services contracts.
- IX. **ADVERTISING INVITATIONS FOR BID:** Prior to advertising an Invitation for Bid (IFB), a Prince George's County Public Schools' representative from the appropriate division responsible for the contract, a Purchasing agent, and the MBE Coordinator will jointly identify all subcontractable opportunities in the IFB. All bids will include the following information:
- A. The Prince George's County Public Schools does not discriminate on the basis of race, color, sex, or national origin in consideration for award. **Minority businesses are encouraged to submit bids in response to this notice.**
 - B. Minority business firms will be considered as minority business contractor or subcontractor, if certified by any of the following: Prince George's County Government and the Maryland Department of Transportation.
 - C. The certified minority business goal for each IFB will be noted on the front cover of the IFB under "Special Note" and identified as a **deliverable in the contract.**
- X. **SOLICITATION PROCESS FOR PHONE AND WRITTEN QUOTES.**
THIS PROCESS INCLUDES PROFESSIONAL SERVICES (Architects, Engineers, Non-Instructional Services Consultants, Contractual Services, etc.)
- A. For contracts less than \$5,000, solicitations from more than one vendor are not required. Users and buyers are **strongly** encouraged to solicit from MBEs in addition to other prospective bidders.
 - B. If contracts are estimated to be between \$5,001 - \$10,000, a minimum of three (3) qualified firms shall be solicited for quotations. Two (2) firms are to be a certified minority. If three (3) firms cannot be solicited, or if pricing is obtained directly from the manufacturer or its direct distributor, a note of explanation shall be made on the quotation worksheet. Current



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catalog prices and prior bid prices may, if confirmed by the supplier, serve in lieu of quotations. Certified minority business enterprises (MBEs) should always be contacted in addition to other prospective bidders.

- C. A request for written quotations shall be solicited when the estimated dollar value of the request exceeds \$10,001 but is less than \$15,000. A written specification shall be prepared and mailed to a minimum of three (3) firms requesting written quotations of pricing. **A minimum of two (2) minority firms shall be sent the solicitation.**
- D. Formal bids are required for procurements over \$15,000.
- E. Local MBE firms within Prince George's County should be contacted first for telephone and written solicitations. If there are less than 3 MBE firms available in Prince George's County, a broader search of the MDOT MBE Central Directory at www.marylandtransportation.com (click on MBE/DBE Program and proceed to the Directory) shall be contacted.
- F. In the event the buyer/user department is unable to locate a minority firm for a specific service, the MBE Coordinator shall be contacted as an additional resource.
- G. Evaluation and selection of professional services - The contract process for these services will involve Purchasing Services.

XI. **SOLICITATION PROCESS FOR FORMAL BIDS:**

- A. To be considered a responsive bidder, contractors are required, when specified in bid documents, to subcontract with MBEs for the stated percentage of the total dollar value of the contract price. (The percentage of MBE participation is based on the anticipated value of the contract.) Should MBE participation be required, MBE forms 1 through 5 must be completed and submitted within ten (10) days after notification of being low bidder.
- B. Bonus Points:
 - Minority Business Enterprise (10%)
 - Prince George's County Based Minority Business Enterprise (15%)
- 1. During the evaluation process the Buyer shall determine the eligibility of any participating certified MBE to match the bid of the lowest responsible bidder by application of bonus points.



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2. In determining if a certified MBE is entitled to match the competitively bid price of the lowest responsible bidder, the Buyer shall adjust the bid price submitted by an MBE (for the purpose of evaluation and offer to match only) by reducing the bid price of such firm by the product of: (1) the bid price of the apparent lowest responsible bidder; and: (2) the bonus factor applicable to the MBE (as stated above).
3. Once it has been determined through the application of the bonus points as aforementioned that the bid price submitted by an MBE, after adjustment, was lower than or equal to the bid price of the lowest responsible bidder, such MBE shall be given the opportunity to accept the bid at the lowest bid price.
4. If said lowest responsible bidder is a minority firm not located in Prince George's County or Maryland, a Prince George's County-based or Maryland-based firm will be awarded bonus points. Once the bonus points are applied, the Prince George's County-based or Maryland-based minority firm will be afforded the opportunity to match the bid of the lowest responsible bidder, if so justified.
5. The Buyer shall notify the MBEs, that by virtue of the application of the bonus points, the **minority** business enterprise is entitled to match the bid of the lowest responsible bidder. Qualifying MBEs will be given a period of five (5) business days from the issuance of such notifications by the Buyer the opportunity to match the bid originally submitted by the lowest responsible bidder.
6. As a result of such notifications, if more than one MBE proposes to reduce its previous bid to that of matching the bid of the original lowest responsible bidder, the contract shall be awarded with preferences given in the following order: first, Prince George's County-based MBE; and second, Maryland-based MBE.
7. If two or more MBEs qualify for the same preference contract award and are prepared to match the bid of the original lowest responsible bidder, the Buyer shall, by toss of a coin, select the party to whom the contract will be awarded.
8. If the MBE entitled to match a bid indicates to the MBE Coordinator that it can only match the bid of the otherwise lowest responsible bidder if relieved from the necessity of furnishing a bond from a recognized surety guaranteeing the total performance under any contract to be awarded, the Chief Financial Officer may,



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upon a finding that the MBE has demonstrated adequate performance on prior contracts with the state, county, any of its agencies, municipal corporations, or any local boards of education, waive such requirement.

9. If the MBE determines that it cannot match the lowest responsible bidder after being offered an opportunity to do so, **the MBE will not be penalized.**

C. Composition of Minority Subcontractors:

1. It is the intent of Prince George's County Public Schools (PGCPS) that the contractor includes fair representation of all minority groups in the required percentage of MBE subcontracting participation.
2. If the successful bidder is an MBE firm, it shall be the obligation of the contractor to maintain its status as a certified MBE or to maintain the required subcontracting percentage with certified MBE firms, whichever may be applicable, throughout the term of the contract or any extension thereof. In the event that any of the representations or circumstances of the contractor change with respect to the MBE status, the contractor shall notify the Board of Education immediately. The contractor shall also report any change in minority business usage if different than information submitted at the time contract is signed.

D. Pre-Bid Conference:

1. At each Pre-Bid Conference, the Prince George's County Public Schools representative will explain the MBE subcontracting requirement, MBE provisions of the solicitation, documentation required, and its relationship to the bidder's responsiveness.
2. Prime contractors must request price quotes from MBE subcontractors at least five (5) working days prior to the bid opening. However, this may be adjusted at the discretion of the Board of Education.
3. Bidders may use the services offered by the MBE Program Coordinator to develop its MBE participation requirement.



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4. When MBE subcontracting is required, each bid or offer submitted in response to a solicitation must be accompanied by a completed Minority Business Enterprise Utilization Affidavit (MBE Form #1) which has been duly notarized.
5. After the review of responsive bids, the apparent low bidder will be notified. Final approval of contract award will not be made until a list of all MBEs and other related documents from the contractor are received and reviewed.

E. Contract Award:

1. The following documentation must be furnished by the apparent low bidder within ten (10) working days from notification when subcontracting is required:
 - a. A completed Schedule for Participation of Minority Business Enterprise (MBE Form #2);
 - b. A Statement of Intent (MBE Form #5); and
 - c. A copy of the current acceptable certification letter attached to each Statement of Intent.

Each document will show the agreed prices to be paid to each certified MBE for the work and identify in detail the contract items to be performed by the certified minority business and the proposed timetable for such performance. All documents must be signed by an authorized representative from both the prime and subcontracting firms.

The bidder will certify in writing that there is an existing subcontract for all work that has been sublet.

2. The Prince George's County Public Schools' MBE Program Coordinator will conduct a preliminary evaluation of the apparent low bidder's submission to determine whether the proposed MBE participation is in compliance with the outlined requirements.
3. Based on the evaluation of contract documents submitted, the Prince George's County Public Schools' representative will determine if the low bidder is in compliance with the MBE participation requirements and may recommend to make the final award or require additional information.



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F. Request For Waiver of Minority Business Enterprise Goal:

1. A waiver of the MBE contract requirement may be granted by the Board of Education **only** upon receipt of a written request with supporting documentation which presents a reasonable demonstration by the bidder that MBE participation was impossible to obtain or was not obtainable at a reasonable price, and that the public interest is served by a waiver. Any request for a waiver should be submitted on a Request for Waiver (MBE Form #4) and contain the following:
 - a. A detailed statement of the efforts made to contact and negotiate with certified minority businesses including: names, addresses, dates, and telephone numbers of certified minority businesses contacted;
 - b. A description of the information provided to MBEs regarding plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - c. A detailed statement of efforts made to select portions of work proposed to be performed by certified minority businesses in order to increase the likelihood of achieving the stated requirement;
 - d. A detailed statement of reasons for a contractor's conclusion that a certified minority business is not qualified to perform the work needed; and
 - e. A list of minority subcontractors found to be unavailable. (This list should be accompanied by the Minority Subcontractor Unavailability Certificate (MBE Form #5) signed by the MBE or a statement from the apparent low bidder that the certified business did not provide the Minority Subcontractor Unavailability Certificate.)
2. A waiver exception to the MBE requirement will be granted upon determination by the Prince George's County Public Schools' representative that qualified MBEs are not available to participate in a contract or at a reasonable price consistent with the stated MBE contract requirement and the total contract award. Upon consideration of all the waiver documents submitted in accordance with this provision, the Prince George's County Public Schools' MBE Coordinator may approve or deny any request for a waiver.



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3. The low bidder's failure to participate in any of these proceedings or failure to furnish information after written request may result in rejection of the bid on the basis of non-responsiveness.
- G. Contractor Responsibility and Compliance: The contractor shall perform the contract in accordance with the representations made in the Minority Business Enterprise Utilization Affidavit submitted as part of the bid proposal and on the Schedule for Participation of Certified Minority Business Enterprise (MBE) submitted after the bid proposal (MBE Form #2). All compliance monitoring of certified MBE participation will be in accordance with the following:
1. The contractor shall structure operations for the performance of the contract to attempt to achieve the purpose of this procedure.
 2. The contractor agrees to apply the firm's best efforts to carry out these requirements consistent with the efficient performance of the project.
 3. The contractor must assure that MBEs shall have the maximum practical opportunity to compete for subcontract work under the contract, even after award of contract.
 4. The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to MBEs that the Board of Education may, from time to time, conduct.
 5. The contractor shall maintain such records as may be necessary to confirm compliance with its MBE utilization obligations. These records shall indicate the identity of minority subcontractors employed on the contract, type of work performed by each, dollar amount proposed, actual monies paid during the reporting period to date, and any services and procurements achieved.
 6. All records concerning MBE participation must be retained by the contractor for a period of three (3) years after final completion of the contract and will be available for inspection by the Board of Education.
 7. It shall be the obligation of the contractor to maintain its status as a certified MBE or to maintain the required subcontracting percentage with certified MBE firms, whichever may be applicable, throughout the term of the contract or any extension.



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8. Any desired changes in the Schedule for Minority Business Enterprise Participation must be approved in advance by the Board of Education and shall indicate the contractor's efforts to substitute another MBE subcontractor to perform the work. Additionally, if changes to the contract require additional work resulting in a cost increase, the MBE participation should be adjusted to reflect this change.
 9. Failure to notify the Board of Education of any changes of representations or circumstances of the contractor with respect to the MBE status of the contractor or the percentage of MBE participation, may cause the contractor to be subject to disqualification from the award of any PGCPSS system contracts for a period of three (3) years. In addition, the contractor shall be subject to such other actions as may be provided under applicable county ordinances and/or state law.
 10. The agreed MBE goal identified in the IFP and RFP is a deliverable. Failure to comply shall be subject to such other actions applicable to county ordinances and /or State law.
- H. Amendment For Unforeseen Circumstances: If, at any time before award, an apparent low bidder believes or has reason to believe that a certified minority business listed in the Prince George's County Public Schools' Schedule of Minority Business Enterprise Participation has become unqualified or unavailable, the bidder will immediately notify the Prince George's County Public Schools' MBE Coordinator. Within five (5) working days, the apparent low bidder must make every reasonable effort to achieve the stated requirement for the minority participation. Failure to make such efforts may result in a determination that the apparent low bidder is not eligible for award of the contract.
- I. Emergency: If the Prince George's County Public Schools' Chief Financial Officer determines that a project is an emergency (e.g., hazard to the health and welfare of students), the Chief Financial Officer may waive requirements for MBE documentation.
- J. Filing of Reports:
1. The Chief Executive Officer (CEO) shall report to the members of the Board of Education of Prince George's County, at least semi-annually, commencing January 2005, regarding progress being made in attainment of requirements established by the Resolution of



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- the Board of Education revised, concerning the awarding of contracts to MBEs.
2. The Minority Business Office is required to submit to the CEO on a semi-annual basis a report of MBE participation. Each year two reports will be issued: an interim report covering the period July 1 through December 31, and an annual report detailing activity from July 1 through June 30. Each report will include:
 - a. Total dollar value of contracts and purchases, by category; and
 - b. Total dollar value of contracts and purchases, by category, awarded to MBEs.
- K. Records, Reports and Subcontractor Payments: The prime contractor agrees to pay subcontractors within five (5) working days of receipt of payment from Prince George's County Public Schools. If payments are not made, the Board reserves the right to withhold the amount owed to subcontractor(s) from the prime contractor's next payment requisition.
- L. Monitoring:
1. The Board of Education will carry out reviews as deemed necessary to monitor compliance with MBE participation requirements. Such reviews may include site visitations to ensure compliance with MBE requirements.
 2. The Board of Education and contractors will maintain appropriate records and, upon request, assist in on-site or post-audit reviews.

XII. BONDING:

- A. The Director of Purchasing and Supply may, upon finding that an MBE has demonstrated adequate performance on prior contracts with the state, county, or any of its agencies, municipal corporations, or any local boards of education, waive bonding requirement on certain projects.
- B. At the discretion of the Buyer, unless otherwise required by state or federal law or regulations as a condition to state, federal or county assistance, no bid bond, performance or payment bonds shall be required if the contract price is less than \$50,000.
- C. Bonds on construction projects over \$50,000 must be provided by prime. However, at the discretion of the Prince George's County Public Schools'



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representative, bonds may be waived. Additional documents may be required.

XIII. **NON-DISCRIMINATION:**

- A. No contract may be awarded to any contractor or subcontractor unless the contract, subcontract or agreement contains the following non-discrimination clause:

"The contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin."

- B. If the non-discrimination clause is omitted from a contract or subcontract subject to this Section, the Board of Education may declare the contract void. In that event, the contractor is entitled to the reasonable value of work that has been performed and materials that have been provided.
- C. If the contractor willfully fails to comply with the requirements of the non-discrimination clause and the contract is partially completed, the Board of Education may compel the contractor to continue to perform under the contract; however, the Board:
1. Is liable for no more than the reasonable value of work performed and materials provided after the date on which the breach of contract was or should have been discovered; and
 2. Shall deduct any money that has been paid under the contract from the money that became due.
- D. If a subcontractor willfully fails to comply with the requirements of a non-discrimination clause, the contractor may void the subcontract. In that event, the contractor is liable for no more than the reasonable value of work performed or materials provided.

- XIV. **RELATED PROCEDURES:** Administrative Procedure 7419, Minority Business Enterprise Procedures For State Funding Public School Construction Projects.

- XV. **MAINTENANCE AND UPDATE OF THESE PROCEDURES:** These procedures originate with the Department of Purchasing and Supply and will be updated as necessary.



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July 1, 2004

Date

- XVI. **CANCELLATIONS AND SUPERSEDURES:** This Administrative Procedure cancels and supersedes Administrative Procedure 3325, dated June 30, 1998.
- XVII. **EFFECTIVE DATE:** July 1, 2004.

APPROVED BY:

André J. Hornsby
Chief Executive Officer

Attachments:

- 1 - Minority Business Enterprise Utilization Affidavit
- 2 - Minority Subcontractor Unavailability Certificate
- 3 - Request for Waiver
- 4 - Statement of Intent
- 5 - Schedule For Participation of Minority Business Enterprise

Distribution: Lists 1, 2, 3, 4, 5, 6, 10, and 11

MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as contractor does hereby make the following Affidavit. I acknowledge the Minority Business Enterprise participation of fifteen percent (15%) minimum, unless otherwise stated in the bid documents for the contract with the Prince George's County Board of Education and commit to make a good faith effort to achieve this requirement.

In the solicitation of subcontract quotations or offers, all Minority Business Enterprise (MBE) subcontractors were provided not less than the same information and amount of time to respond to the solicitations as non-minority business enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I understand and agree, that if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the Minority Business Enterprises submittals. I understand that the failure to submit the affidavit to the Board of Education shall result in a determination that this bid is non-responsive.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Board of Education and the Interagency Committee for Public School Construction to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Company Name

Signature

Date

Address

Print Name

Sworn and subscribed before me this _____ day of _____, 20__.

Notary Public

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of

(Name of Minority Firm) (Telephone)

(Number) (Street) (City) (State)
(Zip)

Was offered an opportunity to bid on the _____ school

Project
in _____

County/City

by _____

(Name of Prime Contractor's Firm)

(Address)

2. The _____ is either unavailable
for the _____
(Name of Minority Firm)

work/service or unable to prepare a bid for this project for the following reason(s):
(check one of the following):

- _____ unavailable for the work/service for this project,
- _____ is unable to prepare a bid,
- _____ did not respond to a request for a price proposal
- _____ Other please state

Prime Contractor Signature Date

Title

REQUEST FOR WAIVER

Contractor _____ Name of Project _____

I do hereby request that an exception be granted to the requirement that a minimum of fifteen percent (15%) of the total value of this contract be placed with Minority Business Enterprises.

In connection with the above-captioned project and this request, I hereby certify that I am the _____ and duly authorized representative of
(Title)

(Company Name & Address)

I further certify that I have submitted a Schedule for Participation of Minority Business Enterprises (MBEs), which reflects the percentage and dollar value of MBE participation, which my company expects to achieve for this contract. That percentage is _____% and the dollar value is \$ _____. Therefore, the Request for Exception is for _____ percentage and _____ dollar value.

To support this Request for Exception, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A statement of the efforts made by my company to contact and negotiate with MBEs, including the names, addresses and telephone numbers of MBEs contacted;
2. A description of the information provided by MBEs regarding the plans and specifications for portions of the work to be performed;
3. A statement of the efforts made by my company to select portions of the work proposed to be performed by MBEs in order to increase the likelihood of achieving the stated goal;
4. For each MBE, which placed a bid, which my company considers to be unacceptable, we are submitting a statement, which explains the basis for our conclusion that the minority business bid is unacceptable;
5. A list of minority subcontractors found to be unavailable with attached Minority Subcontractor Unavailability Certificate(s).

(Date)

(Signature)

(Print Name)

Sworn to and subscribed before me this _____ day of _____, 20 _____.

(Notary Public)

STATEMENT OF INTENT

PROJECT NAME: _____

PROJECT LOCATION: _____

A. Name of Prime Contractor: _____

B. Name of MBE: _____

C. Certified by: MDOT and Prince George's County Government (Please circle) _____

Cert. # _____

1. Work/Services to be performed by MBE:

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of MBE, if any:

4. MBE Commencement Date: _____ Completion Date: _____

5. This MBE subcontract represents the following percentage of the total project cost: _____%

6. The undersigned subcontractor will enter into a contract with _____ for the work/service indicated above the prime contractor's execution of a contract for the above-referenced project with the Board of Education. The undersigned subcontractor is a certified Minority Business Enterprise, or has applied for certification. The terms and conditions stated above are consistent with our agreements.

Print Name of Subcontractor

Signature of Subcontractor

7. The terms and conditions stated above are consistent with our agreements.

Print Name of Prime Contractor

Signature of Prime Contractor

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISE

1. PRIME CONTRACTOR - NAME OF FIRM & ADDRESS: (Number, Street, City, State, Zip Code)

Telephone: _____ Fax _____

2. PROJECT LOCATION: (Number, Street, City, State, Zip)

3. PROJECT NUMBER: _____

4. TOTAL CONTRACT DOLLAR AMOUNT: \$ _____

PROJECT NAME: _____

5. LIST THE DATA REQUESTED FOR EACH MINORITY FIRM INVOLVED IN THIS PROJECT:

a. MINORITY FIRM & ADDRESS: (Number, Street, City, State, Zip)

Work or Service to be performed:

Project Commencement Date: _____

Project Completion Date: _____

Agreed Dollar Amount: \$ _____

Percentage of Total Contract: _____ %

Certified by: MDOT and/or Prince George's County Government

Cert. No. _____

b. MINORITY FIRM: (Number, Street, City, State, Zip)

Work or Service to be performed:

Project Commencement Date: _____

Project Completion Date: _____

Agreed Dollar Amount: \$ _____

Percentage of Total Contract: _____ %

Certified by: MDOT and/or Prince George's County Government

Cert. No. _____

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$ _____

MINORITY FIRMS TOTAL PERCENTAGE: _____ %