



CONTRACT ADMINISTRATION & PROCUREMENT DIVISION

REQUEST FOR PROPOSALS

SOLICITATION NO. WS298786433

Issue Date: December 20, 2021

Public Relations, Marketing and Graphic Design Services

NOTICE

A Prospective Offeror that has received this solicitation from the *SPEED* eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>, and e-Maryland marketplace <https://emma.maryland.gov/> will receive emailed notices of addenda with changes or additional materials related to this Solicitation.



Dear Supplier,

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

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non-responsive. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to Suppliers registered as receiving this solicitation by purchase or download. In addition, all addenda are posted on **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158> and e-Maryland Market Advantage at <https://emma.maryland.gov/>. Please read carefully and follow all instructions provided on the addendum, as well as the instruction provided in the original solicitation. It is the responsibility of all potential Contractors to monitor the Procurement Division's website for any changing information prior to submitting their reply.

It is the intent of the Procurement Division to provide quality services. Should you have any questions, please visit our website to view the information provided on "How to Do Business with Prince George's County" or feel free to contact the Procurement Officer identified in this solicitation. Again, thank you for your continued interest in doing business with Prince George's County Government.

Sincerely,

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

PRINCE GEORGE'S COUNTY
Solicitation Feedback Form

In order to help us improve the quality of County solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title: Public Relations, Marketing and Graphic Design Services

Solicitation No: WS298786433

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of this solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Prince George's County is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or County-Based Small Business requirements. (Explain in REMARKS section.)
- Prior Prince George's County contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. REMARKS section below. (Attach additional pages as needed)

REMARKS: _____

Supplier Name: _____ Date: _____

Contact Person: _____ Phone: (____) _____

Address: _____

E-mail Address: _____

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

Solicitation Name: Public Relations, Marketing and Graphic Design Services

Solicitation Number: WS298786433

Solicitation Issue Date: December 20, 2021

Closing Date and Time: February 1, 2022 at 4:00 p.m.

Procurement Officer: Nekesa Tucker, Procurement Officer
Contract Administration & Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone: (301) 883-6483 ~ Fax: (301) 883-6440

Proposals must be submitted to SPEED: For assistance with registering for SPEED or to access a listing of FAQ, please visit **SPEED** eProcurement Platform
<https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Pre-Proposal Conference: January 11, 2022 at 11:00 a.m. local time
The Pre-Proposal Conference for this RFP will be held via Zoom.
Please use the following link to access the meeting:

Join Zoom Meeting
<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmypeg.zoom.us%2Fj%2F84180074888&data=04%7C01%7CNJTucker%40co.pg.md.us%7C10a9ce28e59f4a6fc56a08d9c0aba865%7C4146bddaddc14d2aa1b21a64cc3c837b%7C0%7C0%7C637752665767726040%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000&data=ZEjed4VJAjqndXGcwvVV37kKXMTvQJkHR2cFnVvyh9s%3D&reserved=0>

Meeting ID: 841 8007 4888
Passcode: 825664
One tap mobile
+13017158592,,84180074888#,,,,*825664# US (Washington DC)
8778535247,,84180074888#,,,,*825664# US Toll-free

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

Questions Due By: January 18, 2022 at 2:00 p.m.

Bid Bond Required: No Bid Bond is required

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Prince George's County Office of Central Services' Contract Administration and Procurement Division (CAP) is issuing this Request for Proposals (RFP) to establish a term contract with a Contractor(s) with comprehensive integrated marketing communications needs in a wide range of areas.
- 1.1.2 This RFP has a mandatory Supplier Participation of twenty (20%) County-based Minority Business Enterprises (MBE) and 40% County-Based Small Businesses. Each business used to meet the Supplier Participation Requirement must be certified by the Prince George's County Supplier Development & Diversity Division (SDDD).
- 1.1.3 The County intends to make an award to the responsive, responsible Offeror offering the Best Value to the County as defined in County Code Section 10A-101(a)(2.1). In determining responsibility, in addition to price, the qualifications listed in Paragraph 23 (a) thru (j) of the General Conditions and Instructions to Bidder/Offeror (s), will be considered by the Purchasing Agent.
- 1.1.4 Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements of this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Contractors must provide all labor, materials, and equipment needed for all work to be performed. The County Representative upon award will supply the necessary maps and locations where service is required. This Contractor will be required to perform under the direction and inspection of an assigned County Representative in the Office of Central Services.
- 1.1.5 Unless otherwise indicated in the Contract, invoices shall be submitted to the County within thirty (30) days of satisfactory completion of services for review, approval, and payment. Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.
- 1.1.6 A Virtual Pre-Proposal Conference will be held on Tuesday, January 11, 2022 via Zoom at 11:00 a.m. The link for accessing the meeting is Register in advance for this meeting:

Join Zoom Meeting

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmypgc.zoom.us%2Fj%2F84180074888&data=04%7C01%7CNJTucker%40co.pg.md.us%7C10a9ce28e59f4a6fc56a08d9c0aba865%7C4146bddaddc14d2aa1b21a64cc3c837b%7C0%7C0%7C637752665767726040%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDA%7CwMDA%7CjoiV2luMzliLCJBTiI6k1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=ZEjed4VJAjqndXGcwYVV37kKXMTvQJkR2cFnVvyh9s%3D&reserved=0>

Meeting ID: 841 8007 4888

Passcode: 825664

One tap mobile

+13017158592,,84180074888#,,,*825664# US (Washington DC)

8778535247,,84180074888#,,,*825664# US Toll-free

The purpose of the Pre-Proposal Conference is to allow potential Offerors an opportunity to present questions and obtain clarification related to any facet of this solicitation. While participation in the pre-proposal conference is not mandatory, information presented may be very informative; therefore, all potential Offerors are encouraged to attend this conference in order to enhance their understanding of the County's requirements and to be able to better prepare acceptable proposal responses.

1.1.7 The Procurement Officer and contact person for this solicitation is:

Nekesa Tucker
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone Number: (301) 883-6483
NJTucker@co.pg.md.us

Submit all questions through the SPEED eProcurement Platform

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Proposal** – A statement of price offered by an Offeror in response to an RFP.
- b. **Offeror** – An entity that submits a proposal in response to this RFP.
- c. **Proposal Price** - The Offeror’s price for services and/or goods in response to this solicitation, which shall be included in the Cost Proposal and will be used in determining the recommended awardee.
- d. **Business Day(s)** – The official working days of the week include Monday through Friday; except County Holidays and days the County is closed due to weather or other emergency event. Official working days exclude County Holidays. Normal County business hours are 8:30 a.m. – 5:00 p.m. The Contractor will not be permitted to do any work that requires the presence of the County’s inspection or supervisory forces on days which are County Holidays or on Saturdays or Sundays, unless such work has been previously authorized by the County Representative.

Below is a list of County Holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
Inauguration Day	Veterans Day
President’s Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (Day after Thanksgiving)
Juneteenth Day	Christmas Day
Independence Day	

- e. **CAP** – The Office of Central Services’ Contracts, Administration and Procurement Office.
- f. **Certified Business Entity** – See Attachment V for all Certified Business Entity Definitions.
- g. **Contract Commencement** - The date the Contract is signed by the authorized Contractor and the County representative or such other date as set forth in the Contract.
- h. **Contractor** – The selected Offeror that is awarded a Contract by the County.
- i. **County** – Prince George's County, Maryland, a body corporate and politic.
- j. **eMMA** – eMaryland Marketplace Advantage (see RFP Section 1.8) is the electronic commence system managed by the State of Maryland.
- k. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- l. **Notice of Intent to Award**– A written notice from the Procurement Officer that the County intends to award a contract to the recipient of the notice, subject to the receipt of requested items stated in this solicitation documents.

- m. **Participation Agreement** – An agreement the County enters into with a developer pursuant to Section 10A-141 of the County Code wherein the County contributes funds for the construction of regional storm water management facilities or road improvements to be constructed by or contracted by the developer.
- n. **OCS** – The Prince George’s County, Maryland Office of Central Services.
- o. **Pre-Proposal Conference**– A meeting to discuss objectives and answer questions related to this RFP in order to enhance prospective Offerors’ understanding of the County’s requirements and to facilitate better preparation of their Proposals.
- p. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the County for purposes of this solicitation.
- q. **Purchasing Agent** – The Director of the Office of Central Services or his/her designee.
- r. **SPEED** – is an acronym that means S – Strategic, P – Purchasing &, E - Efficient, E – Evaluation, D – Domain. SPEED is the County’s eProcurement platform that offers online strategic sourcing and contracting capabilities to enhance the procurement process.
- s. **SDDD** - The Prince George’s County Supplier Development & Diversity Division.
- t. **Term Contract** – The executed agreement awarded to the successful Offeror pursuant to this RFP. The agreement will be in the form of a Term Contract that the Contractor will receive upon approval.

1.3 Contract Type

The Contract resulting from this solicitation shall retain firm/fixed pricing for the initial years. The prices may be adjusted in accordance with the percentage difference in the Consumer Price Index for the Washington Metropolitan Area (CPI-U) using the September Base Index for the ensuing annual period. All such increases must be requested within sixty (60) days prior to contract expiration. Any price increase will be at the sole option of the County.

1.4 Contract Duration

- 1.4.1 The Start Date contained in a Notice to Proceed is anticipated to be on or about May 1, 2022. The Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Proposal.
- 1.4.2 The initial term of this agreement is for two (2) years and may be extended by mutual agreement of the parties for two (2) one-year optional renewal. The County’s obligation on this Contract beyond the initial fiscal year shall be contingent upon appropriations for the following year.
- 1.4.3 If, at the time of any contemplated exercise of an option to extend the term of this Contract, the Contract is not in compliance with the County-Based Business participation requirements of this solicitation, the Contract shall not be extended.
- 1.4.4 All prices shall remain firm/fixed for the initial contract period. A price increase may be considered upon written request from the Contractor at least 90 calendar days prior to the beginning of any subsequent contract renewals. Price increases shall not, however, exceed the adjusted percentage (%) change in the Consumer Price Index for the Washington-Baltimore Area as published by the Bureau of Labor Statistics, using the December index as a base index for the ensuing contract period. Any price adjustment will be at the sole option of the County.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.6 The Contractors obligation to pay invoices to subcontractors that provide services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the County for purposes of this solicitation prior to the award of any Contract is the address listed below:

Nekesa Tucker
Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone Number: (301) 883-6400
NJTucker@co.pg.md.us
Submit all questions through the SPEED eProcurement Platform

1.6 Notice to Offerors

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to familiarize themselves completely with the requirements of the solicitation and specifications. Failure to do so will **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

1.7 Solicitation Availability

Offerors may access the solicitation at the following websites:

1.7.1 eMaryland Marketplace Advantage (eMMA) <https://emma.maryland.gov/>

1.7.2 *SPEED* eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Offerors are encouraged to register at the eMMA and SPEED to obtain applicable solicitation documents and notifications.

1.8 Questions

Written questions from prospective Offerors will be accepted electronically prior to the Pre-Proposal Conference. If possible and appropriate, such questions will be answered at the Conference; however, responses are not binding. No substantive question will be answered prior to the Pre-Proposal Conference. Questions shall be submitted in *SPEED* eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer, through the above email address, in a timely manner by January 18, 2022 at 2:00 p.m. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Answers to all substantive questions will be distributed to all Contractors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.9 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposal method under Section 10A-113 of the Prince George's County Code. There will be no public opening for this RFP.

1.10 Proposal Submission February 1, 2022 at 4:00 p.m.

No hand-deliveries will be accepted. Proposal must submit electronically at *SPEED* eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

Requests for extension of this time or date will not be granted. Proposals received after the due date and time listed in this section will not be considered. Late Proposals will be returned to the Offeror unopened.

Proposals may be modified or withdrawn by written notice received to the Procurement Officer before the time and date set for the closing.

Proposals may not be submitted by mail, e-mail or facsimile.

1.11 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.12 Receipt of Proposals

Upon receipt, each Proposal and any timely modification(s) to a Proposal shall be logged in and stored in a secure place until the time and date set for Proposal evaluation.

1.13 Confidentiality of Proposals

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the County in accordance with the Maryland Public Information Act, 4-201 et. seq., General Provisions Article of Maryland Annotated Code, County Charter Section 203, and County Administration Procedure 133. Offerors must clearly indicate each and every page that is deemed to be confidential/ proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

1.14 Award Basis

The Contract shall be awarded to the responsive and responsible Offeror, or Offerors in the case of multiple awards, that is determined to be technically acceptable offering the best value to the County. The best value also factors in price and value among those proposals deemed technically acceptable. An Offeror's technical acceptability (minimum score of 70 points of 80 technical points) will be based on the following criteria for this solicitation:

- a. Criteria 1 – Samples of Work (45 points)
- b. Criteria 2 – Methodology and Approach (20 Points)
- c. Criteria 3 – Organization Capabilities and Experience (15 points)

All Proposal prices herein shall be on an F.O.B. destination basis, Prince George's County, Maryland.

1.15 Tie Proposals

Tie Proposals will be decided pursuant to Prince George's County Code Section 10A-145.

1.16 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date of the Proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.17 Revisions to the RFP

If it becomes necessary to revise this RFP before the Proposal due date, the County will attempt to notify prospective Offerors of an addendum if they are listed by the County as receiving a copy of this RFP from either eMMA (eMaryland

Marketplace Advantage) website, or *SPEED*. However, it remains the responsibility of all prospective Offerors to check all applicable websites for addenda issued prior to the submission of Proposals. Acknowledgement of receipt of all addenda to this RFP issued before the Proposal due date shall accompany the Proposal. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be rejected as being non-responsive to the requirements of the RFP.

1.18 Cancellations

The County reserves the right to cancel this RFP, or accept or reject any and all Proposals, in whole or in part, received in response to this RFP.

1.19 Oral Presentations

The County reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from the County's Proposal Analysis Group, and/or clarify their technical submittal.

1.20 Incurred Expenses

The County will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

All disputes, protest or claims related to this solicitation, or the resulting contract, shall be governed by Prince George's County Procurement Code Section 10A-107 and the County Procurement Regulations.

1.22 Offeror Responsibilities

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. Subcontractors utilized in meeting the established CBSB and/or MBE participation requirements for this solicitation shall be identified in the appropriate Attachment E (Parts 1, 2, 3 and 4) of this RFP requirement.

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet requirements of the RFP, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Key Personnel

If this solicitation requires that particular individual or personnel be designated by the Offeror to work on the Contract, any substitution of key personnel after the Contract has commenced must be approved in writing by the Purchasing Agent prior to the substitution. If the Contractor substitutes key personnel without the prior written approval of the Purchasing Agent, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the County's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the technical proposal submittal.

1.25 Offeror/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment A of this RFP.

1.26 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered in "Good Standing" with the State of Maryland Department of Assessment and Taxation. The successful Offeror shall truthfully execute the Offeror Affidavit, Corporation Registration and Tax payment and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven (7) calendar days of the County's Notice of Intent to Award.

1.27 Taxpayer Identification Number and Certification

The successful Offeror shall, within seven (7) calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service (IRS) Form SS-4, Request for Taxpayer Identification Number and Certification. Contract award shall not be made without timely submission of the completed IRS Form SS-4. The Form SS-4 and instructions are available to Contractors by accessing the IRS website at www.irs.gov or by calling 1-800-829-4933.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct IRS Form SS-4. This applies to individuals, sole proprietorships, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form SS-4. To assure accurate maintenance of your firm's status, submission of the SS-4 is required for each contract or purchase order executed by and between the County and its Contractors. If the term of the Contract exceeds one year, the County may request periodic resubmission of the SS-4. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

The successful Offeror must be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute (Attachment A) Offeror Affidavit and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven days of the County's Notice of Intent to Award.

1.27 Audits and Compliance

Pursuant to Section 10A-123(b) of the County Code, the County shall be entitled to audit the books and records of a Contractor or any subcontractor or under any contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

1.28 Payments by Electronic Funds Disbursement

Pursuant to County Code Section 10A-153(k)(3), the County Director of Finance requires the Contractor to enroll in *Automated Clearing House* (ACH) or a similar electronic payment system with the County. Payments can be posted directly to the business bank account. The County's Accounts Payable Section will e-mail a separate advice to detail the paid invoice(s) information and to confirm the transmission date so that the business enterprise can update financial records. The County reserves the right to reverse - without prior notice - any erroneous transmissions.

1.29 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to Section 10A-153 of the County Code, which states the County shall pay interest in the event that payment against “proper” invoices is not made as prescribed in accordance with said County Code section. Additional information regarding this provision can be found on the County Website at (<http://lis.princegeorgescountymd.gov>)

1.30 Materials and Workmanship

The work performed pursuant to this solicitation shall be under the general direction of the Contractor, but subject to inspection by the County’s authorized representative who may require the Contractor to correct defective workmanship without cost to the County.

1.31 Wage Requirements for County Service Contracts

This solicitation is subject to the County’s Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The “Wage Requirements for service contracts (Attachment J) and, if applicable, the “501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form” (Attachment K) that are included with this solicitation must be completed and submitted with your Proposal response. Failure to complete and submit the required certification and pricing material on the form(s) will render your Proposal unacceptable under County law and the Proposal will be rejected for non-responsiveness.

NOTE: The Wage Requirements for service contracts may change during the Contract period. The Contract price shall not adjust due to Wage increase or decrease.

1.32 County Held Harmless

It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths, and/or damages that may have occurred or suffered by any persons solely by reasons of the Contractor’s negligence or failure to perform any of the obligations that this Contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County by reason of the Contractor’s negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public, and the property of others from any damages or injury resulting solely from the performance of their work.

1.33 Termination for Convenience

The performance of work under the Contract may be terminated by the County within thirty (30) days of written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay the Contractor all compensation earned up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be paid any damages arising from such termination.

1.34 Termination for Default

If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, at the County’s option, become the County’s property. The County will pay the Contractor all compensation earned up to the date of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct monies due the Contractor on this or other County contracts. Damages may include excess re-procurement costs.

1.35 Assignment

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assignees of the Contractor, but the Contractor shall not assign the Contract or any payment to become due thereunder except with the prior consent of the Purchasing Agent. The County may terminate the Contract if the assignment is done without the Purchasing Agent's approval.

1.36 Personnel and Equipment

The Contractor represents it has in its employment or shall secure at its own expense, all personnel required to perform the services under this RFP. Such personnel shall not be the employees of, nor have any contractual relationship with the County. All services required hereunder shall be performed by the Contractor utilizing his/her own equipment or County approved equipment. All personnel engaged in the work shall be fully qualified, authorized, and licensed under the Federal, State and local laws to perform such services.

In addition, each Offeror shall supply a list of equipment (Attachment I) which it owns or intends to lease in the performance of the tasks under this solicitation. Failure to supply this information as requested may result in a rejection of the Proposal.

1.37 Subcontracting

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of the Purchasing Agent prior to any such undertaking. In the event an Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish with their proposal, the names, qualifications, and experience of their proposed subcontractors. The maximum percentage of work that may be performed by a subcontractor(s) is 49%. Subcontractors shall conform, in all respects, to the provision specified for the Offeror. The Offeror shall, however, remain fully liable and responsible for the work done by its subcontractors. The County may terminate the Contract if the subcontracting is done without the prior approval of the Purchasing Agent.

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

Any contractor who violates the payment obligations set forth herein shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a Contractor being suspended or debarred.

The Contractor shall include in each of its subcontracts: (A) a payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven calendar (7) days out of such amounts as are paid to the Contractor by the County for such work performed under such contract; (B) an interest penalty clause which obligates the Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

Contractor are required to submit with their bid/price proposal executed copies of the Supplier Utilization Plan (Attachment E).

1.38 Contract Changes in the Interest of the County

The parties may, from time to time, propose changes in the Scope of Work to be performed by the Contractor. Material Scope of Work changes, report requirement changes, and budget revisions that increase or decrease the Contract's total compensation will be mutually agreed upon, in writing, by and between the County through CAP and the Contractor before they are considered Contract changes.

1.39 Interrupted Service

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

1.40 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

1.41 Inspection and Acceptance

The County's inspection and acceptance of contractual compliance will be accomplished by a representative from the County or designee. The name and contact information for this individual will be furnished by the County to the Contractor, in writing, prior to the commencement of the Contract period.

1.42 Performance

- 1.42.1 All work performed shall be of high quality in accordance with good practices, procedures, and industry standards. The Contractor must conform to all Federal, State, and Local laws and governmental regulations.
- 1.42.2 Should any damage to the County's property, public or private, or property adjacent to the County's property, be caused by the Contractor; the Contractor will be required to make repair(s). If the Contractor does not make repair(s) within a reasonable time, the County may make repairs or replacements of damaged property and deduct the cost from monies due the Contractor.
- 1.42.3 Work can be temporarily stopped in the field by the County representative or their designee because of inclement weather, lack of materials, safety violations or performance not in accordance with the Contract or other unforeseen circumstances that pose a hazard to the public, workers or the project.
- 1.42.4 The Contractor shall not use any materials or chemicals which may pose a physical or health hazard without receiving prior written approval from the County. Along with the written request for approval, the Contractor shall submit the manufacturer's specifications, a "Materials Safety Data Sheet" and any required Environmental Protection Agency (EPA) information on usage and handling.

1.43 OSHA Regulations, Bloodborne Pathogens

The Contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of the Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

1.44 County Responsibilities

The County's responsibilities under this Contract are as follows:

- a. To assist the Contractor in obtaining the necessary permission to enter upon any public and private lands required for the Contractor to perform the work described herein, provided the Contractor has exhausted all reasonable efforts to obtain such permission and releases from the appropriate property owner(s) involved.
- b. To furnish the Contractor a project work plan showing the approximate locations of the areas requiring service order or delivery.

1.45 Contract Dispute Resolution

Pursuant to provisions of Sections 10A-104 and 10A-107, of the County Code, the Purchasing Agent shall designate a "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.

1.46 Quantity Estimates

The County's estimated annual expenditure for the requirement represents the County's best estimate, but the County assumes no liability in the event actual requirements do not materialize in the amounts estimated. Purchase orders may be issued from time-to-time during the term of the Contract or any extension thereof, if and when a need arises.

1.47 Protection of Existing Facilities

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by workmen and shall repair or replace, at their own expense, any damages caused by its employees or subcontractors within thirty (30) days of such damage.

1.48 Bid Bonds

When required, each Bid/Proposal shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. See attached Paragraph 17, General Conditions and Instructions to Offerors (Attachment Y).

1.49 Performance Bond

OMITTED

1.50 Cleaning

The Contractor shall, at all times, keep the owner's premises clean of rubbish and upon completion of the work shall remove all tools, equipment, surplus materials, and leave the premise clean and ready for use daily.

1.51 Allowance of In-House Work

No section or portion of this Contract shall be construed or interpreted to preclude the County from accomplishing any task or undertaking of any operation or project utilizing its own work force.

1.52 Proposal Acceptance

The County reserves the right to accept or reject any and all Proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities.

1.53 Economic Development

Under authority of the County Executive, Prince George's County-Based Small Businesses are encouraged to participate in the County's procurement process. The Prince George's County Government is committed to promoting economic

development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Prince George's County Economic Development Corporation. Information on the County's contracting process and procurement opportunities may be obtained through CAP.

1.54 Environmentally Preferred Purchasing Policy

Prince George's County is committed to procuring quality goods and services in a timely manner and reasonable cost that supports the County in meeting its sustainability goals. The County aims to improve work health, conserve natural resources, and prevent pollution through this activity. Environmental components to be considered include recycled content and recyclability, energy efficiency, and the presence of undesirable materials in products, especially toxic chemicals, which are persistent and bio-accumulative. Environmental requirements related to sustainability and environmentally preferred purchasing goals will be embedded in County solicitations, where applicable, to services and goods being solicited for the County.

1.55 Clean Renewable Energy

OMITTED

1.56 Americans with Disabilities Act Requirements

1.56.1 Prince George's County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal for access for persons with disabilities in employment, public accommodation, transportation, and all County programs, activities and services. County government Contractors, subcontractors, Contractors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.

1.56.2 Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Offerors requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

1.57 Gifts

Offerors and Contractor must not make or offer to make a gift to a public employee as public employees are prohibited from accepting gifts under the Code of Ethics, Prince George's County Code Section 2-293(d).

1.58 Kickback

1.58.1 A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Contractor, a Contractor employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the County.

1.58.2 A person must not:

- a) Provide, attempt to provide, or offer to provide a kickback.
- b) Solicit, accept, or attempt to accept a kickback.
- c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Contractor, or by the prime Contractor in the price charged by the prime Contractor, to the County; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory, or contractual requirement.

1.59 Provision for Other Agencies

Unless otherwise stipulated by the Offeror, the Offeror agrees when submitting their Proposal that they will make available to all County agencies and departments, bi-County agencies, in-County municipalities, the resulting Contract in accordance with its terms and conditions, should any said department or agency wish to buy under this solicitation.

1.60 Sexual Harassment

Prince George's County Government is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Contractor will be required to remove the offender from the jobsite.

1.61 Contingency Fee Prohibition

The Contractor hereby represents they have not retained anyone to solicit or secure this Contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

1.62 Drug and Alcohol-Free Workplace

The Contractor warrants that the Contractor shall comply with the Drug Free Workplace Act of 1988 and that the Contractor shall remain in compliance throughout the term of the Contract.

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**SECTION 2 – SUPPLIER CERTIFICATION, PARTICIPATION,
PREFERENCE POINTS AND COMPLIANCE**

2.1 Supplier Certification

Contractors must be certified with SDDD prior to the Proposal closing date to be considered responsive. Additionally, Contractors maybe deemed automatically certified pursuant to County Code Section 10A-163(g) (Reducing redundant certifications) provided that, the business provides SDDD a copy of their federal tax return filed with the Internal Revenue Service establishing that the business has continuously operated within the County within the preceding twelve (12) months prior to the Proposal closing date to be considered responsive. For questions or application status, SDDD may be contacted at (301) 883-6480. A list of current Certified MBEs, CBSB and CBBs can be found on SDDD’s website at www.diversity.mypgc.us under the Resource tab. Definitions of each certified entity type are attached hereto as Attachment V.

2.2 Supplier Participation Requirements

- 2.2.1 This RFP has a mandatory Supplier Participation of twenty (20%) County-based Minority Business Enterprises (MBE) and 40% County-Based Small Businesses. Each business used to meet the Supplier Participation Requirement must be certified by the Prince George’s County Supplier Development & Diversity Division (SDDD).
- 2.2.2 The Contractor shall comply with the participation requirements of Section 10A-161, et seq. and 10A-136 of the County Code, which are incorporated by reference into this Contract. Implementation of these requirements, as applicable, is a legal obligation and failure to comply with the requirements constitutes a material breach of the Contract, which may result in suspension, debarment or cancellation of the Contract. The County will investigate any allegation that the Contractor, subcontractor or any other participating business is not in compliance with the participation requirements. Should an investigation result in a finding of merit in the allegations, the County may pursue legal/and or contractual remedies and impose a penalty, to include monetary fines of up to five percent (5%) of the value of the Contract for each violation, a cancellation of the Contract, or suspension and/or debarment of the Contractor.
- 2.2.3 Each Offeror’s response to this RFP must include a Supplier Utilization Plan (Attachment E). The Supplier Utilization Plan certifies the percentage of the Contract’s total value that will be subcontracted to suppliers throughout the full term of the Contract. Any change to the Supplier Utilization Plan during the term of the Contract must be approved by the Purchasing Agent. Compliance with the mandatory supplier participation percentages is a contractual requirement upon execution of award documents. The monitoring process for the program consists of the following components:
- For the entire duration of the Contract, the Contractor shall maintain no less than the participation percentages of certified CBSB and/or MBE set forth in the Supplier Utilization Plan submitted with the Contractor’s Proposal as approved.
 - The Offeror that is awarded the Contract under this solicitation (the prime contractor) shall provide Monthly Reports to the Office of Central Services Compliance Unit Certification & Compliance System (CCS) (<https://mypgc.diversitycompliance.com>) using the Monthly Supplier Participation Report (Attachment W).
 - The Office of Central Services Compliance Unit will review reports and take action if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted.
 - Should compliance issues arise with meeting the participation requirement, Contractor agrees to consult the Office of Central Services Compliance Unit in an effort to cure the issues or challenges.
 - Should the Contractor not be in position to find appropriate suppliers to maintain participation requirements, the Contractor should contact SDDD for assistance in finding appropriate vendors to satisfy participation requirements. This solicitation has a mandatory CBSB and MBE participation requirement.
 - At the discretion of the Purchasing Agent or the County Auditor, any Contractor given preference points or that is subject to participation requirements shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance its Supplier Utilization Plan upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendor.

2.2.4 Failure to submit a Supplier Utilization Plan with a Proposal will result in the Proposal being deemed non-responsive.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The purpose of this contract is to provide Prince George’s County Government with comprehensive integrated public relations, marketing, and graphic design services in a wide range of areas. The public relations and marketing efforts must be responsive to the needs of specified target populations and effectively address County issues specific to each project. The selected vendors will consult regularly with the requesting agency to ensure that all projects are on track and completed within designated timeframes.

3.2 Scope of Work Requirements

- 3.2.1 The Contractor(s) shall provide, as appropriate, public relations, marketing, and graphic design services. The Contractor(s) shall execute graphics/communications projects through the use of various traditional and digital media including photography, videography, printing services, and broadcast using various means. Each service below shall include an initial consultation with the client.

Typical work products may include some/all of the following services/materials, separately or in tandem with others:

Category I – Development of Marketing Plans

- A. Consultation – Discuss project with client.
- B. Marketing Plan – Develop a marketing plan that includes research, concept development, consultation with technical experts, plan writing, plan assembly with an appealing and readable layout, document assembly, and submission of a complete electronic document (includes initial consultation with client).
- C. Communications Strategies (including Crisis Communications) – Plan, develop, and execute comprehensive strategies to effectively communicate specific messages to targeted audiences and meet organizational objectives.

Category II – Design, Illustration, Layout Services

- A. Consultation – Discuss project with client.
- B. Design, Illustration and Layout Services – Create original art including logos, charts and diagrams utilizing provided text and digital files (transmitted through email); provide comprehensive layouts/concepts; includes revisions to previously created work that involves design issues; and provision of proofs as required.
- C. Language Translation – Translate written materials from one language to another (multiple various languages may be required).
- D. Text Revisions – Change text (provided by the County) from previously created work on file or appearing in proofs, that do not involve design issues.

Category III – Promotional Outreach

- A. Consultation – Discuss project with client.
- B. Public Relations Strategies and/or Communications Campaigns - Develop and execute public relations strategies and/or communications campaigns.
- C. Media Buys – Develop advertisements for TV, Radio, and Digital platforms.
- D. Ad Placement – Place advertisements for TV, Radio, and Digital platforms including website advertising (Banners and/or Popups), interior/exterior bus ads, bus shelter ads, Metro Station ads, billboards.
- E. Social Media Messaging – Develop and place messaging on platforms such as Facebook, Twitter, Instagram, and YouTube.

Category IV – Photography and Related Services

- A. Consultation – Discuss project with client.
- B. Photography – Provide a professional photographer for the purposes of taking 35mm or 100mm film photographs of pre-determined subjects or models, in specified indoor or outdoor settings, including the provision of all required photographic lighting supplies, props, and equipment necessary.
- C. Models – Provide one or more models for the purposes of posing in photographs to be used for County purposes such as on the website, in publications, in videos, on exhibits, etc. Contractor shall also be responsible for the legal participation talent release form.
- D. Videos – Develop professional videos as needed.
- E. Proofs – Provide proofs in Black and White and/or Full Color as requested.

Category V – Additional Services

- A. Typesetting
- B. Copy Writing
- C. Distribution/Mailing Services
- D. Web Pages
- E. Purchase of Campaign URLs

Graphic products shall be designed to appeal to Prince George's County residents, the general public, local businesses and organizations, health and human service providers, and County community leaders in government, academia, and the faith community.

3.2.2 Examples of Potential Work

These examples are for illustrative purposes only and do not represent actual job specifications; they are used to demonstrate the broad range of services that may be covered under this contract.

NOTE: Bidders are NOT required to execute the following projects or price them for this solicitation.

- Example 1. Based on provided data on the incidence of a health disparity in the County, perform additional marketing research on the subject and submit a written comprehensive marketing plan for an advertising campaign within a specified budget that includes a project description, contributing factors, target audience demographics, media placement, collateral materials and suggested grassroots initiatives on-deadline.
- Example 2. From a provided draft manuscript, edit, design (using stock photographs) and print 5,000 3-panel full-color educational brochures on glossy white stock.
- Example 3. Write and produce a 4-minute video on a provided topic targeting a specific audience, including digital files in both English, Spanish or other requested languages within a provided budget.
- Example 4. Plan and execute a public relations strategy for the designated agency to heighten public awareness about the good work occurring in that office on behalf of the residents of Prince George's County.
- Example 5. Secure earned media opportunities for agency directors on key initiatives to allow for a broader public reach and awareness.
- Example 6. Create web content to be translated to various languages.

3.2.3 **County Representative:** This contract will be performed under the direction and inspection of a County Representative of the using agency.

3.3 Offerors Minimum Requirements

3.3.1 The Contractor shall provide a Previous Work Summary to demonstrate at least five (5) years of continual experience providing services as described in the Scope of Work in this RFP. The Previous Work Summary shall include the following information for each project used to meet the required years of experience:

1. Project Title
2. Brief Description of the Project
3. Start and Completion Dates

The Previous Work Summary shall be submitted with the Offeror's Transmittal Letter.

3.4 Insurance Requirements

3.4.1 General Insurance Requirements:

- (1) The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all of the insurance required hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors for Prince George's County will be granted only after submission to the Procurement Officer of original, signed certificates of insurance or, alternately, at the County's request, certified copies of the required insurance policies.
- (2) The Contractor shall require all subcontractors to maintain during the term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability Insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
- (3) All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Prince George's County, Maryland."
- (4) No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or its surety if applicable, from any liability or obligation imposed upon either or both of them by the provision of the Contract.
- (5) Prince George's County, Maryland shall be named as an additional insured under the Commercial General and, if applicable, Umbrella or Excess Liability policy(ies), and the policy(ies) must be endorsed. Coverage afforded under this paragraph shall be primary.

The following definition of the term "County" applies to all policies issued under the Contract:

Prince George's County, Maryland and any affiliated or subsidiary Board, County, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, County, Committee, or Independent Agency is either a body politic created by Prince George's County, Maryland or one in which controlling interest is vested in Prince George's County, Maryland.

- (6) The Contractor shall indemnify and hold harmless the County, its officials, and employees, from any actual or alleged liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, error or negligence of the Contractor, part from the acts, errors or omissions of the Contractor, or any employee, agent or representative of the Contractor, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees

that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

- (7) The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the County.
- (8) Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- (9) The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.
- (10) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- (11) Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- (12) If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Procurement Officer, may be considered. Written requests for consideration of alternate coverages must be received by the Procurement Officer at least ten working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- (13) All required insurance coverage's must be acquired from insurers that are licensed to do business in the State of Maryland and acceptable to the County.
- (14) The County will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

3.4.2 INSURANCE REQUIREMENTS: The Contractor shall provide the County with evidence of its Contractor's commercial insurance coverages for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor shall provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

<u>Worker's Compensation:</u>	<u>Statutory Limit's</u>
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Contract; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 / \$3,000,000 per occurrence / aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$3,000,000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

MISC. PROFESSIONAL LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the motor vehicle laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
(Vehicle Liability)
\$1,000,000 Combined Single Limit

In addition, "Prince George's County, Maryland" shall be designated as the Certificate Holder and as an Additional Insured of the Certificate of Insurance. Contract employees are not permitted to operate any vehicle owned by the Prince George's County Government whether in commission of the Contract or outside of same.

3.4.3 SPECIAL PROVISIONS FOR INSURANCE:

- (1) The Contractor shall forward to the County Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage's and limits. Insurance companies

providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an “A” Rating VII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and shall be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the County’s Office of Risk Management is given thirty (30) days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.

- (2) The initial and subsequent certificates of insurance shall include a description of the Contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County’s approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the County reserves the right to terminate this Contract.
- (5) The Contractor shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County Office of Risk Management prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this Contract.
- (6) In the event the required certificates of insurance as specified herein are not furnished prior to the execution of the Contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the Contract until all required insurance certificates or evidence of self-insurance has been received.

All certificates of insurance should be sent to:

**Prince George’s County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Attn: Nekesa Tucker, Procurement Officer – RFP No.: WS298786433**

3.5 Additional Responsibilities of Contractor

- 3.5.1 At its own expense, the Contractor shall:
- a. Obtain all necessary licenses and permits.
 - b. Provide competent supervision.
 - c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the act, omission, error, fault and/or negligence of Contractor, its employees, agents and/or representatives.
 - d. Perform the work without unnecessarily interfering with other contractors’ work or County activities.

- e. Provide all necessary labor, equipment, materials, and supervision necessary to perform the work as required on a daily basis.
- f. Once a crew is mobilized to the work site, the work is expected to continue without interruption. Travel and set-up time shall be the responsibility of the Contractor and will not be paid for by the County. If the work is interrupted due to conditions outside the control of the Contractor, the Contractor shall immediately notify the County prior to work stoppage.

g. **COVID-19 Vaccination and Testing Requirements:**

- In Accordance with Executive Order No. 22 – 2021, dated October 4, 2021, Contractors working in-person and on-site in County buildings and facilities are required to produce written evidence that they:
 - 1. are vaccinated, or
 - 2. have, within the preceding seven (7) calendar days have undergone a diagnostic test that produced a negative result.

Masks must be worn at all times while in-person and on-site in County buildings and facilities. Please refer to **Attachment BB** for the Executive Order, clarification regarding COVID-19 vaccination and testing requirement for vendors/contractors, and a copy of the required Certification of Vaccination/Testing form.

3.6 Invoicing

3.6.1 General

- a. All invoices for services shall be signed by the Contractor and submitted to the County authorized representative. All invoices shall include the following information:
 - Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - Contract number;
 - Purchase Order number(s);
 - Detailed goods and/or services provided;
 - Amount due;
 - Location of work and name of site or subdivision;
 - Date work was performed and period of time covered; and
 - Number of units of service performed/provided multiplied by the unit bid price with the extended dollar amount.
- b. All prices and payments shall constitute full compensation for all contract work described herein. Unit prices are to include all labor, equipment, and mobilization/demobilization, necessary to complete the service, accepted and in operating condition.
- c. Partial performance is not acceptable. If appropriate, the County will, however, make deductions for incomplete work from the Contractor’s invoices and make payment for completed work.
- d. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- e. The County reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the County with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also, see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by within 30 days following the month in which services were performed. Submit invoices to Prince George’s County, Marion Brown- Flamer, Office of Central Services, 1400 McCormick Drive, Suite 200, Largo, MD.

3.7 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent Contractor upon receipt of a Notice of Transition from the County. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the County in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Transition issued by the County.

3.8 Security Requirements

3.8.1 Employee Identification

- a. Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badge at all times while on County premises. Upon request of authorized County personnel, each such employee or agent shall provide additional photo identification.
- b. At all times at any facility, the Contractor’s personnel shall cooperate with County site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.8.2 Information Technology

- a. Contractors shall comply with and adhere to the County IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.
- b. The Contractor shall not connect any of its own equipment to a County LAN/WAN without prior written approval by the County. The Contractor shall complete any necessary paperwork as directed and coordinated with the County to obtain approval by the County to connect Contractor-owned equipment to a County LAN/WAN.

3.8.3 Criminal Background Check

(Temporary Personnel Contracts)

The Contractor shall obtain criminal background checks on candidates it sends for employment to a County agency. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. These checks may be performed by public or private entities. Prior to placement of a temporary employee, the County must review the background check to determine if the candidate is acceptable based on the specific duties that need to be fulfilled and the circumstances surrounding the conviction or PBJ pleading. Being convicted is not in itself a bar to placement. Decisions of the County as to acceptability of a candidate are final.

SECTION 4 – PROPOSAL SUBMITTALS AND EVALUATION

4.1 Technical Offer and Evaluation

4.1.1 Transmittal Letter and Previous Work Summary

A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Response. The purpose of this letter is to transmit the Technical Response; therefore, it should be brief, but shall list all items contained within the response as defined below. The letter must be signed by an individual authorized to bind the Offeror's firm to all statements contained in the Technical Response.

The Previous Work Summary must accompany the Transmittal Letter (refer to Section 3.3.1).

4.1.2 Signing of Form

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

4.1.3 Technical Proposal Format Outline

Each technical proposal shall have the following sections prominently displayed:

1. Title Page
2. Transmittal Letter and Previous Work Summary
3. Table of Contents
4. Proposal Responses
5. Supplier Participation Plan (Attachment E)
6. Exceptions or Restrictions
7. Professional References (Attachment Q)
8. Audited Annual Financial Report
9. Affidavits, Addendums, Certifications and Affirmations

4.1.4 Format Description

Each proposal shall conform to the following order and format.

- a. **Title Page:** Each proposal shall begin with a Title Page. It should display the words "RFP No: WS298786433 Public Relations, Marketing, and Graphic Design Services". It should also have the name of the company, and name, title, business address, email address and telephone number of the person authorized to obligate the company.
- b. **Transmittal Letter and Previous Work Summary:** The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal. The Previous Work Summary must accompany the Transmittal Letter (refer to Section 3.3.1).
- c. **Table of Contents:** The proposal shall contain a "TABLE OF CONTENTS" with page numbers indicated.

- d. Section I - Proposal: The Offeror shall present its proposal responses in the order as listed below on single spaced typed pages and must provide a discussion/ explanation of how they will meet the requirements set forth in each of the sections.
- e. Section II - Supplier Participation: Include a completed and signed Supplier Utilization Plan (Attachment E – Part 1 and Part 2) as part of the Technical Proposal and a copy of all current Prince George’s County Certification Letters and/or other certifications as applicable.
- f. Section III- Exceptions or Restrictions: Should the Offeror take exceptions to any provision or requirement of this RFP; it must be indicated in this section.
- g. Section IV – Professional References: List the names of at least three (3) clients for whom the Offeror has performed similar services. List the client company names, contact individuals, addresses, phone numbers, email addresses, length of time of contract relationship and services provided (Attachment Q).
- h. Section V - Audited Annual Financial Report: The Offeror shall provide its most recent audited annual financial report.
- i. Section VI - Affidavits, Certifications and Affirmation: The Offeror shall submit with the proposal the certifications, affirmations and affidavits attached to this RFP as Required Forms. These forms must be completed and submitted with proposals by all Offerors.

4.1.5 Solicitation Submittal

- a. The selection procedure for procurement of this contract requires that a review of the Technical Response of the Offeror to be conducted by an evaluation committee, referred to as the Proposal Analysis Group (PAG). The Technical Response shall be typed. The Cost Proposal must be submitted separately from the Technical Response.
- b. The Technical Proposal, Cost Proposal, and all other required documents shall submitted to **SPEED** eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158> on or before the due date and time listed herein.

4.1.6 Selection Process

A Contract will be awarded to the firm(s) whose Technical Proposal best meets the County’s requirements at the time of award and whose fee structure is in the best interest of the County.

4.1.7 Evaluations and Selection Committee

The PAG will evaluate all responsive proposals received by the closing deadline. The PAG may request additional technical assistance from any source.

4.1.8 Qualifying Proposals

The Procurement Officer will first review the Offeror’s submission for responsiveness. Responsiveness requires meeting or exceeding the requirements of the RFP as detailed in the Scope of Work, the inclusion of all required attachments and forms, and the submission of a complete Technical Response and Cost Proposal. Failure to comply with any requirements of this procurement may disqualify an Offeror’s Technical Response. The County reserves the right to waive a requirement and/or minor irregularities. Proposals will not be opened publicly.

4.1.9 Two Volume Submission

The selection procedure for this procurement requires that evaluation of the Technical Response be conducted by the PAG before the Cost Proposal is evaluated. Consequently, each proposal must be submitted separately per the instructions in this RFP. Failure to comply may result in disqualification of an Offeror's proposal.

4.1.10 Technical Response

- a. The Technical Response should be prepared in a clear and concise manner. All response criteria detailed in the RFP must be addressed. The requirements for the Technical Response are listed in this section.
- b. Submit the Technical Response in the *SPEED* eProcurement Platform. Supplemental information may be submitted as an appendix. Technical Responses shall be labeled based on the Technical Response Criteria categories listed in this section.
- c. The following items shall be included in the Technical Response:
 1. Detailed responses to the Technical Criteria listed under the Section 4.1.12 entitled "Technical Response Criteria."
 2. Reciprocity. Out-of-state Offerors are to include a copy of any policy or regulation regarding preferences its resident state gives to in-state Offerors.
 3. Certifications and Affidavits (See Attachments A, B, and C).

NOTE: It is the Offeror's responsibility to fully review the Solicitation documents to ensure its Technical Response contains all requested information.

4.1.11 Licenses and Qualifications

- a. Copy of Offeror's Maryland State Business License.
- b. The County reserves the right to require that the Offeror demonstrate that it has the skills and resources to satisfactorily perform the nature and magnitude of work required.
- c. The Contractor's personnel must be able to pass a security background check upon award, if required.

4.1.12 Technical Response Criteria

- A. The following information **must** be furnished in the Technical Response portion of the Response. Failure to include any of the information requested below in the Offeror's Technical Response may result in the offer being considered non-responsive.
- B. The County will, prior to opening the Technical Response submittals, assign numerical weights (points) to each of the technical criteria requirements noted below. The points will be assigned to assist the PAG in determining the acceptability of each offer. The total technical points available are 80.

1. Samples of Work (45 Points Maximum)

All bidders are required to submit samples of work which will be evaluated using the following maximum point scale:

- i. Appropriate for Target Audience or Client 3 Points
 - ii. Comprehensive Approach 3 Points
 - iii. Aesthetically Appealing Layout and Design 2 Points
 - iv. Readability (clear, concise, addresses the goal) 2 Points
- a. Printed Publications (Maximum 10 Points using the scale above) – Submit three (3) printed publications that were conceptualized, written, designed, and produced by the bidding company within the past two (2) years. The publications must educate or inform a target audience about a specific topic. Provide a brief description of the target audience and promotional concept for each of the submissions. (Maximum 10 Points)
 - b. Marketing Plan – Submit one (1) copy of a comprehensive, multi-media marketing plan written and submitted by the bidding company to a client, preferably addressing the experience of rebranding a government agency/business or health topic.
 - c. Promotional Outreach Campaign (Maximum 10 Points using the scale above) – Submit a copy of a campaign developed and executed by the bidding company to a client, which heightened public awareness about an issue. Include a description of all media opportunities used for the campaign which allowed for broader public reach and awareness. Describe how the success of the campaign was measured and how the promotional outreach supported the objectives.
 - d. Photographs (Maximum 10 Points using the scale above) – Submit (3) professional photographs designed and produced by the bidding company and used in color publications. Attach a brief description of the target audience and promotional concept for each of the submissions.

2. Crisis Communication Plan (Maximum 10 Points using the scale above) – Submit a description of at least one (1) plan the bidding company developed and executed within the past five (5) years to address a crisis situation for a client. Describe how the plan remedied the situation or prevented brand damage.

3. Organizational Capabilities and Experience (15 Points Maximum)

Describe your company’s experience, capability and qualifications related to the Scope of Work described in this RFP.

Include the following:

- a. History of the company including the number of years in business and any other former names under which the organization has operated;
- b. Description of experience including experience working with government agencies;
- c. Description of the company’s qualifications and capabilities to provide the services described in the RFP;
- d. Organizational Chart;
- e. Resumes demonstrating professional qualifications and experience of Key Management and Staff that will be assigned to work under this contract; and
- f. Identification of consultant/subcontractor resources.

4. Methodology and Approach (20 Points Maximum)

Describe how your company will provide the services described in the Scope of Work of this RFP to address the County’s needs and meet client goals and objectives.

4.1.13 Cost Proposal (20 Points Maximum)

- A. The Cost Proposal must be submitted using the Cost Proposal Form (Attachment H) provided in this RFP. Cost Proposals submitted in or on any other format will not be accepted. Do not amend or alter any items on the Cost Proposal form or include additional clarifying or contingent language on or attached to the sheet. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Cost Proposal being deemed non-responsive and rejected by the Contract Administration & Procurement Division (CAP).
- B. Cost Proposals shall include all costs associated with performance under this contract.
- C. The County intends to award this solicitation to a maximum of six (6) responsive bidders who have demonstrated that sufficient resources are dedicated and available and have demonstrated their capabilities of providing the services to the satisfaction of the County.
- D. The price evaluation shall be objective. The Contractor with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formulas shall be used to determine each Contractor’s evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times \text{X (Enter the amount of possible points)} = \text{Evaluated Price Score}$$

4.1.13 Evaluation Procedure

Each Solicitation will be evaluated the Proposal Analysis Group.

EVALUATION CRITERIA	WEIGHT FACTOR
• Sample of Work	45
• Organizational Capabilities and Experience	15
• Methodology and Approach	20
• Cost Proposal	20
• Total Available Evaluation Points	100

4.1.14 Final Ranking and Selection

The evaluation criteria contained herein shall be scored by the PAG based upon the stated weight factors for each category. The PAG will make recommendations to the Purchasing Agent for award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the County considering technical and cost factors set forth in the RFP.

Based on the PAG’s initial review of proposals, the County may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. The County reserves the right to make an award with or without negotiations or to request best and final offers.

Only those Offerors who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process.

4.1.15 Proposals Property of the County

All proposals submitted in response to this Request for Proposals become the property of the County and may be appended to any formal documentation which would further define or expand the contractual relationship between the County and the successful Contractor.

4.1.16 Business Preferences and Supplier Participation

- a. On any procurement for which a County agency or the County government secures competitive proposals pursuant to Section 10A-113, the Purchasing Agent shall apply the following preference points to the Offeror’s total score. The following preference points will be applied to the Offeror’s total score:

Business Type	Where the prime Offeror is a certified firm, discount the following as applicable:
County-based small business	15%
County-based minority business enterprise	15%
County-based business	10%
Minority Business Enterprise or Disadvantage Business Enterprise	5%
County-located business	3%

- b. Cumulative preference points: The same firm that is a prime bidder/proposer of a bid or proposal shall not be counted for a preference for more than one of the certified business categories above and shall receive a preference for the highest scoring certified business category for which it qualifies. No single certified firm can receive more than 15% percentage points or discount, as applicable, in any one bid or proposal, with the exception of the application of the County resident-owned business preference prescribed in Subsection (b), below.
- c. County resident-owned business preference. In addition to the preferences awarded in accordance with Subsection (a), above, the Purchasing Agent shall apply a five percentage (5%) bid discount to the bid price or add five percentage (5%) points to the total evaluated score of the bid or proposal of a prime proposer, respectively, (for joint venture entities, the majority firm of a joint venture entity) that is a County resident-owned business. A County resident-owned business in this Subtitle is a firm that has majority ownership (defined herein as "owning more than 50% of the ownership interest of the entity") by one or more residents domiciled in Prince George's County. At the time of bid or proposal, the owner(s) of the prime proposer shall provide an affidavit affirming current domicile in the County, income tax returns establishing residency in the County for the most recent full calendar year, and documentation establishing majority ownership of the prime bidder/proposer (for joint venture entities, the majority firm of the joint venture entity) to establish status as a County resident-owned business and be awarded the 5% preference prescribed in this Subsection. The Purchasing Agent may require additional information to clarify current residency or ownership in accordance with this Subsection.
- d. The Purchasing Agent may determine not to apply a bid or proposal preference under this Section if the Purchasing Agent certifies that such a preference would result in the loss of federal or state funds, subject to the approval of the County Executive.
- e. The requirements of this Section shall apply to the procurement of vendors retained by a County agency or the County government to assist in the financing and sale of County government debt. The requirements of this Section shall also apply to the procurement of brokerage firms, investment banking firms, investment management firms, consultants, and other vendors retained to manage or invest funds controlled or administered by a County agency or

the County government. The application of this Subsection is subject to the requirements and restrictions of federal and state law.

- f. A business may opt to not receive a business preference under this Section.
- g. For the purposes of this Division, the term "competitive bids or proposals" means any bids or proposals for procurement funded or administered by a County agency or the County government except for procurement awards made pursuant to Section 10A-114.
- h. For the purposes of this Division, the following terms have the following meanings:
 - (1) Prime bidder means the person, firm, entity or organization submitting a response to a solicitation for competitive bids and is responsible for executing the work as mentioned in the solicitation; and
 - (2) Prime proposer means the person, firm, entity or organization submitting a response to a solicitation for competitive proposals and is responsible for executing the work as mentioned in the solicitation.
- i. Mentor Protégé Preference. Pursuant to Prince George's County Code Section 10A-14.01, the Purchasing Agent may impose a Mentor-Protégé requirement on a procurement. In addition to the preferences awarded in accordance with Subsection (a), above, the Purchasing Agent will apply a five percentage (5%) bid discount to the bid or price or add five percentage (5%) point to the total evaluated score of the bid or proposal of a prime bidder or prime offer that is a Prince George's County Mentor Protégé Program Participant. The Protégé is required to self-perform at least 20% of the value of the awarded procurement.

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SOLICITATION ATTACHMENTS

ATTACHMENT A – Bid/Proposal Affidavit. This Attachment must be completed and submitted with the Bid/Offeror.

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

ATTACHMENT C – Vendor’s Oath and Certification. This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT D – Supplier Participation Certification and Acknowledgement. This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT E – Supplier Utilization Plan. All Parts (Parts 1, 2, 3 and 4) of this Attachment must be properly completed and submitted with the Bidder’s Bid/Proposal or the Bid/Proposal will be deemed non-responsive and rejected. Parts 1 and 2 must be submitted with the Technical Proposal. Parts 3 and 4 must be submitted with the Bid Price Sheet.

ATTACHMENT F - Certification of Contractor’s Best Efforts. This Attachment must be completed and submitted by the awardee if at any time during term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the solicitation.

ATTACHMENT G – Bid Price/Cost Proposal Instructions. The Bidder/Offeror must comply with Bid Price/Cost Proposal Instructions.

ATTACHMENT H – Bid Price Sheet /Cost Proposal Form. This Attachment must be completed and submitted separate from the Technical Response.

ATTACHMENT I – Equipment List. This Attachment must be completed and submitted with the Technical Response, if applicable.

ATTACHMENT J - Wage Requirements for County Service Contracts. This Attachment must be completed and submitted with the Bid/Proposal as instructed in the Attachment.

ATTACHMENT K – 501(c)(3) Nonprofit Organization’s Employees’ Wage and Health Insurance Form-Prince George’s County Code, Section 10A-144. This Attachment must be completed and submitted with the Bid/Proposal only where applicable.

ATTACHMENT L – Mid-Atlantic Purchasing Team Rider – If applicable, this Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT M – Statement Regarding Compliance with Resident Hiring Goals on Existing Contracts at Renewal or Extension.

ATTACHMENT N – First Source and Local Hiring Agreement –This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT O – First Source and Local Hiring Agreement Compliance Report - The Contractor must submit this attachment to the Prince George's County Economic Development Corporation's Workforce Services Division by the fifth business day of every month.

ATTACHMENT P – Certificate of Compliance regarding Fair Labor Standards Act – This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT Q – Professional References – This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT R – Welfare to Work Initiative Form - This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT S– Clean Renewable Energy Technology Feasibility Assessment

ATTACHMENT T – Certification of Assurance of Compliance Regarding Suspension and Debarment - This Attachment must be completed and submitted with the Bid/Proposal.

ATTACHMENT U– Notice Under the Americans with Disabilities Act

SOLICITATION ATTACHMENTS (continued)

ATTACHMENT V– Definitions of Certified Businesses

ATTACHMENT W – Monthly Supplier Participation Report - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit each month during the term of the awarded contract.

ATTACHMENT X - Request for Modification of Supplier Utilization Plan - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit if at any time during the term of the awarded contract the Contractor has reason to know that the supplier participation requirements are not or may soon not, be met.

ATTACHMENT Y –Instructions to Bidders/Offerors

ATTACHMENT Z – General Terms and Conditions

ATTACHMENT AA – Sample Agreement

ATTACHMENT BB – Prince George’s County COVID-19 Vaccination and Testing Requirements

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ATTACHMENT A – PROPOSAL AFFIDAVIT

PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

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

Name: _____

Address: _____

_____ [If not applicable, so state]

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

Part II: I FURTHER CERTIFY THAT:

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

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

(Printed or Typed Name)

Form: Certification -Tax 12//03

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT B – OFFEROR STATEMENT OF OWNERSHIP

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

NOTE: Submission of completed document is prerequisite to award.

PART “A” – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State	Zip Code	Bus. Phone w/area code
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2. Is the business incorporated? _____ Yes _____ No

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

Non-Corporate Business

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

Name	Business Address	Residence Address
------	------------------	-------------------

Corporate Business Entities

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

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

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

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

Name	Residence Business/Address	Date Office Assumed	Date Term of Office Expires
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ATTACHMENT B – OFFEROR STATEMENT OF OWNERSHIP (continued)

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

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20__.

Signed by Preparer

PART “B” - OFFEROR’S QUALIFICATION STATEMENT

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

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

(Signature)

ACKNOWLEDGMENT (Corporate)

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

_____ of _____ and
Title and Office Business Entity

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

ATTACHMENT B – OFFEROR STATEMENT OF OWNERSHIP (continued)

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

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

(Name Printed) (SEAL)

(Signature) (SEAL)

Corporate Seal (as applicable) (SEAL)

SUBMIT THIS FORM WITH PROPOSAL

VENDOR’S OATH AND CERTIFICATION

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

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

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

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Printed Name: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT D – SUPPLIER PARTICIPATION CERTIFICATION AND ACKNOWLEDGEMENT

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

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

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

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

Name of Offeror: _____

Signature: _____

Title: _____

Date: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT E – SUPPLIER UTILIZATION PLAN

PART 1

Prime Contractor Name: _____

Prime Contact Name: _____

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

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

See Attachment V for Definitions of Certified Businesses

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

Total Percentage of CBSB Participation: _____ Total Percentage of MBE Participation: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 2

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

***These Percentages should include both the work being performed by the subcontractors and their subcontractors.**

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

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

Signature: _____
Authorized Signatory of Contractor

Date: _____

Printed Name: _____

SUBMIT THIS FORM WITH PROPOSAL (TECHNICAL RESPONSE)

PART 3

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

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

RFP NO. _____ for _____,

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

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

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

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

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

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

OFFEROR SIGNATURE

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

SUBCONTRACTOR SIGNATURE

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

SUBMIT THIS FORM WITH PROPOSAL

PART 4 (A)

INSTRUCTIONS:

COMPLETE AND SUBMIT THIS SECTION FOR THE OFFEROR.

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

SUBMIT THIS FORM WITH PROPOSAL

PART 4 (B)

INSTRUCTIONS:

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

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

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

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

SUBMIT THIS FORM WITH PROPOSAL (COST PROPOSAL)

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS

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

General

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

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

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

Definition

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

I. Statement of Best Efforts to Select Minority Business Enterprises

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

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

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

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

Name	Address	Telephone Number	Date

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

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

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

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

IV. List of Unavailable MBEs and/or CBSBs

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

Sworn Affidavit of Contractor

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

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

Signature:
Contractor Authorized Representative

STATE OF MARYLAND COUNTY
OF (_____)

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

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

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

[Affix notary seal here] Notary Public

My commission expires:

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT G – COST PROPOSAL INSTRUCTIONS

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

The Cost Proposal Form is used to calculate the Offeror(s) TOTAL PRICE. Follow these instructions carefully when completing your Cost Proposal Form:

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

ATTACHMENT H – COST PROPOSAL FORM

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

Offerors are required to provide pricing for each Category. Do not leave any line blank.

CATEGORY	PRICE
CATEGORY I. DEVELOPMENT OF A WRITTEN MARKETING PLAN	
Marketing Plan Consultation	\$ _____/Hour
Marketing Plan	\$ _____/Hour
Communication Strategies	\$ _____/Hour
CATEGORY II. DESIGN, ILLUSTRATION, LAYOUT SERVICES	
Design/Illustration/Layout Services Consultation	\$ _____/Hour
Design, Illustration and Layout Services	\$ _____/Hour
Language Translation - Per Language	\$ _____/Hour
Text Revisions	\$ _____/Hour
CATEGORY III. PROMOTIONAL OUTREACH	
Promotional Outreach Consultation	\$ _____/Hour
Public Relations Strategies and/or Communications Campaigns	\$ _____/Hour
Media Buys - Ad Development - TV (Labor Cost)	\$ _____/Hour
Media Buys - Ad Development - Radio (Labor Cost)	\$ _____/Hour
Media Buys - Ad Development - Digital (Labor Cost)	\$ _____/Hour
Ad Placement - TV (Labor Cost)	\$ _____/Hour

Ad Placement - Radio (Labor Cost)	\$ _____/Hour
Social Media Messaging	\$ _____/Hour
CATEGORY IV. PHOTOGRAPHY AND RELATED SERVICES	
Photography Consultation	\$ _____/Hour
Photography	\$ _____/Hour
Models	\$ _____/Hour/Per Model
Proofs - Black and White	\$ _____/Each
Proofs - Full Color	\$ _____/Each
CATEGORY V. ADDITIONAL SERVICES	
Typesetting	\$ _____/Hour
Copy Writing	\$ _____/Hour
Distribution/Mailing Services (Labor)	\$ _____/Hour
Web Pages	\$ _____/Hour
Purchase of Campaign URLs (Labor)	\$ _____/Hour

PROPOSAL SUBMITTED BY: _____ DATE: _____

PROPOSAL Prepared By (Name of Company Representative): _____

TITLE: _____ EMAIL: _____

PHONE NUMBER: _____

COMPANY NAME: _____

SUBMIT THIS FORM WITH PROPOSAL (COST PROPOSAL)

ATTACHMENT H – COST PROPOSAL FORM – (continued)

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

Will Accept MasterCard Payments: ____ **Will Not Accept MasterCard Payments:** ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH PROPOSAL (COST PROPOSAL)

ATTACHMENT I – EQUIPMENT LIST

NOT APPLICABLE

THIS SECTION INTENTIONALLY LEFT BLANK

Wage Requirements for Service Contracts

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

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

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

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

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

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

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

Prince George’s County Code Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

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

Wage Rate Effective July 1, 2021 through July 1, 2022 \$15.00 Per Hour

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

1. Wage Requirements Compliance

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

2. Exemption Status (if applicable)

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

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

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

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

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

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

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

4. Nonprofit’s Comparison Price(s)

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

5. Wage Requirements Reduction

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

CONTRACTOR CERTIFICATION

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

Signature: Authorized Corporate, Partner, or Proprietor

Date

Typed/Printed Name of Signatory Title of Authorized Signatory

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

Name: _____

Title: _____

Phone: _____

SUBMIT THIS FORM WITH PROPOSAL (COST PROPOSAL)

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

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

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

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

SUBMIT THIS FORM WITH COST PROPOSAL

ATTACHMENT L – MID-ATLANTIC PURCHASING TEAM RIDER

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

EXTENSION TO OTHER JURISDICTIONS

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

Notification and Reporting

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

Contract Agreement

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

Mid-Atlantic Purchasing Team:

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

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

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

ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT

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

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

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

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George’s County Economic Development Corporation’s Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.

- (E) The Purchasing Agent requires “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

Signature: Authorized Corporate Officer/Partner or Proprietor **Date**

Typed/Printed Name of Signatory **Title of Authorized Signatory**

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

Name: _____

Title: _____

Phone: _____ **Email:** _____

SUBMIT THIS FORM WITH COST PROPOSAL

ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE REPORT

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

Part I

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

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

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

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

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

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

Cumulative County resident hires	Cumulative work hours by County residents

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

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

Current Project employee hires	Current work hours by project employees

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

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

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

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

Part VI Individual Employees

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

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

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

ATTACHMENT P – CERTIFICATE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

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

Certification of Offeror

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

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

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

SUBMIT THIS FORM WITH COST PROPOSAL

ATTACHMENT Q – PROFESSIONAL REFERENCES

Offeror must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those in the Scope of Work in this RFP and provided within the last five (5) years.

Name of Prime Contractor: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Beginning & Ending Date / Term of Engagement: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Beginning & Ending Date / Term of Engagement: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Beginning & Ending Date / Term of Engagement: _____

SUBMIT THIS FORM WITH TECHNICAL PROPOSAL

ATTACHMENT R – WELFARE TO WORK INITIATIVE FORM

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

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

Will Seek Participation: ____ Not Interested: ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH PROPOSAL

Clean Renewable Energy Technology Feasibility Assessment Guidance Document

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

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

General Assessment Requirements

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

Technical Requirements

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

KEY FACTORS TO CONSIDER WHEN RECOMMENDING A TECHNOLOGY

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

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

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

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

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

**ATTACHMENT T – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING
SUSPENSION AND DEBARMENT**

General

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

Certification of Offeror

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

Name: _____

Title: _____

Firm Name: _____

Signature: _____ Date: _____

Verification by County Agent

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

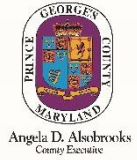
Name: _____

Signature: _____ Date: _____

SUBMIT THIS FORM WITH PROPOSAL



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



**NOTICE UNDER
THE AMERICANS WITH DISABILITIES ACT**

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

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

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

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

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

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

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

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES

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

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

- fiscal years;
 - v. Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - vi. Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
 - e. With respect to gross sales:
 - i. The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - ii. The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - iii. The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - iv. The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - v. The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - vi. The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
- 5) **Minority Business Enterprise (MBE):** An SDDD certified business:
- a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
 - c. Which has been certified by SDDD.
- 6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
 - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - f. Females, regardless of race, ethnicity or origin; and
 - g. Veterans and Service Disabled Veterans.

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES (continued)

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

ATTACHMENT W – MONTHLY SUPPLIER PARTICIPATION REPORT

MONTHLY SUPPLIER PARTICIPATION REPORT
TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT
<https://mypgc.diversitycompliance.com>

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

SUPPLIER INFORMATION

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

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

Cumulative Total to Subcontractors to Date:

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

Signature:	Title:	Date:
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ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN

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

<https://mypgc.diversitycompliance.com>

SOLICITATION No.: _____ **SOLICITATION TITLE :** _____

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

Prime Contractor Name: _____

Authorized Person’s Name: _____

Authorized Person’s Title: _____

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

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

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

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

PART 2

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

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

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

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

LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET

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

PART 3

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

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

Name of Awardee: _____ (“Prime Contractor”)
Name of Subcontractor : _____ (“Subcontractor”)

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

Check one:

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

PRIME CONTRACTOR SIGNATURE

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

**SUBCONTRACTOR
SIGNATURE**

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

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

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

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

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

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

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER/OFFEROR(S)

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

Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, proposals on all advertisements and invitations issued by the Office of Central Services will bind Bidder/Offeror(s) to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposals.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Proposals shall be submitted only on the forms provided by the County. The bidder/offeror shall retain one copy for his files and submit one copy signed and sealed.
2. **Late Bids:** Bids or proposals or amendments thereto must be received in the Contract Administration and Procurement Division office or other such location as designated herein not later than the scheduled time and date for bid opening/closing, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a proposal, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening/closing, or closing date for receipt of proposals, and is received in the Contract Administration and Procurement Division office prior to the scheduled bid opening/closing time or closing time and date for receipt of proposals.
4. **Mailing of Proposals:** Proposals must be submitted on SPEED. No mailed, faxed, or email Proposals will be accepted.
5. **Completeness:** All information required by Request for Proposal must be supplied to constitute a proper proposal.
6. **Bids Binding 120 Days:** Unless otherwise specified all formal bids submitted shall be binding for 120 calendar days following bid opening/closing date, unless the bidder/offeror (s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the County or by the bidder/offeror, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder/Offeror may restrict a bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any bid in which the bidder/offeror names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the County.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder/offeror. Erasures or changes in bids must be initialed.
10. **Questions Re Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening/closing of bids. Inquiries received within five (5) days of the date set for the opening/closing of bids will not be given consideration. Any interpretation made to prospective Bidder/Offeror(s) will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all

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

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

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

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

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

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

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

Additionally, bidder/offeror agrees (by virtue of bid/proposal submittal) to comply with all provisions of Subtitle 32.

BID/PROPOSAL DEPOSIT

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

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

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

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

SPECIFICATIONS

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

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

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

AWARD

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

based small business, the lowest bidding responsible and responsive County-based small business shall be given a final opportunity by the Purchasing Agent or the Purchasing Agent's designee to offer a responsive bid less than the lowest responsive bid and thus win the procurement award. In determining a bid, applicable bid or price preferences shall be applied.

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

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

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

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

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

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

26. Identical Bidding - Executive Order No. 10946: All identical bids submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the

County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

49. **Prompt Payment:**

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

(b) Interest penalties. In the event Contractor violates paragraph (a) above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%)(or such other amount as identified in County Code Section 10A-153) of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a contractor being suspended or debarred.

(c) Contractor shall include in each of its subcontracts: (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; (2) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause

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

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

DELIVERY PROVISIONS

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

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

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

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

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

Bidder/Offeror(s) are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

55. **General Guaranty:** Contractor agrees to:

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

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

ATTACHMENT Z – General Terms and Conditions

GENERAL TERMS AND CONDITIONS

The following standard General Terms and Conditions of contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. The County's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. The County shall notify the Contractor as soon as it obtains knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland. By submitting a Proposal in response to this Request for Proposals, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
3. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents that they have not retained anyone to solicit or secure this contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **COUNTY HELD HARMLESS:** It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the Contractor hereby agrees to indemnify defend and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the County, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:**
 - (a) Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.
 - (b) The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.
 - (c) Interest penalties. In the event Contractor violates Paragraph (b), above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in Contractor (or higher tier subcontractor) being suspended or debarred.
 - (d) Subcontract Clause Requirements. Contractor shall include in each of its subcontracts:
 - (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and
 - (2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the

ATTACHMENT Z (continued)

payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month.

(3) a clause requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and (ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator and handled in accordance with Sections 10A-104 and 10A-107 of the County Code.
8. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at the County's option become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Contracts. Damages may include excess re-procurement costs.
9. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County with 30 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar days, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will compensate Contractor for all monies earned up to the date of termination. However, the Contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.
10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The successful Contractor shall, during the course of performance under the proposed Contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of this Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on any successor and assigns of the Contractor. It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest herein, or its power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms, of the Contract.
12. **NON-DISCRIMINATION:** A contractor who is the recipient of County funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor shall incorporate the provisions of this Section 12 in all contracts entered into with suppliers of materials or services; and Contractor's subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this Contract. Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711
13. **EMPLOYMENT OF COUNTY PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of the Contract, any professional or technical personnel in the employ of Prince George's County.

ATTACHMENT Z (continued)

14. **WELFARE TO WORK INITIATIVE:** The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to County solicitations are encouraged to hire persons enrolled in the Resource Initiative for Self-Empowerment Program as part of their proposal. Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.
15. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.
16. **SEXUAL HARASSMENT:** Prince George's County Government is committed to providing a work environment that is free from discrimination, insults, intimidation and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of Contract, and thus the Contractor will be required to remove the offender from the job-site.
17. **RELEASE OF INFORMATION:** During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the County, the account, or performance of services under the Contract, without prior written consent of the County; and the Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the County, the account, or the Contract by the Contractor or its agents or employees.
18. **ARREARAGES:** By submitting a response to this solicitation an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
19. **TAX EXEMPTIONS:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K.
20. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a Contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.
21. **DEFAULT REMEDIES:** The Contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the Contractor for any of the following reasons: failure to perform in accordance with Contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any Contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a County Contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the Contractor shall continue the performance of the Contract to the extent not terminated.

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

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Contractor is obligated to the County for any excess reprourement costs incurred by the County as a result of the Contractor's default. Excess reprourement costs shall be defined as the difference between the

defaulting Contractors Contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprourement.

ATTACHMENT Z (continued)

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

22. **DELINQUENT TAX SETOFFS:** In the event that the Contractor owes money to the County as a result of the entry of judgment, debt arising out of a Contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the Contractor by virtue of this or other Contracts.
23. **GENERAL GUARANTY:**
- Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other Contractors, for which he or his workmen is responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.
24. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by Prince George's County, Maryland.
25. **VENDOR QUALIFICATION STATEMENT:** Vendors hereunder are advised that prior to the Contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.
26. **COLLUSIVE BIDDING:** Offeror certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
27. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.
28. **PROTESTS:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening of proposals. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents, which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) calendar days after the protestor knew or should have known the

ATTACHMENT Z (continued)

facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible. Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening or the closing date for receipt of proposals shall be delivered before bid opening or closing date for receipt of proposals. Protest not delivered within the time periods specified above shall be untimely.

ATTACHMENT AA – Sample Agreement

SAMPLE AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into as of the effective date set forth on the signature page hereof (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) and ABC Company, (the “Contractor”)]

WHEREAS, the County issued Request for Proposal (“RFP”) No. [RFP Number] to procure [precise description of goods and services]; and

WHEREAS, in response to the RFP, the Contractor submitted a technical and cost proposal to the County dated [Technical and Cost Proposal Dates]; and

WHEREAS, the County Purchasing Agent has determined that it is in the County’s best interest to enter into a contract with Contractor for the provision of the solicited services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AGREEMENT DOCUMENTS.** This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the “Agreement Documents”:

- (a) This Agreement and all referenced Attachments;
- (b) The County’s Request for Proposal No. [RFP Number]_ and all of the attachments and appendices thereto (collectively, the “RFP”); and
- (c) Contractor’s Technical and Cost Proposals, [Technical and Cost Proposal Dates] (collectively, the “Proposal”).

Both parties are bound to and will abide by all terms and conditions of the Agreement Documents. In the event of a conflict or inconsistency between any of the terms of the above listed documents, the order of precedence shall be that order in which the documents are listed in this Section .

2. **SCOPE OF WORK.** The Contractor shall perform the obligations set forth in the RFP in compliance with all federal, state, local regulations and standards _____, in accordance with the Scope of Work and responsibilities as more particularly described in the Agreement Documents, including, without limitation, Section III of the RFP.

3. **COMPENSATION.** The County shall pay the Contractor for the Scope of Work provided in accordance to the prices set forth in the Contractor’s Cost Proposal dated _____ which is part of this Agreement.

The Contractor shall submit monthly invoices which shall include the following:

- (a) Contractor’s name and remittance address; and
- (b) Contractor’s Tax Identification Number; and
- (c) Documentation as to the resultant service completed during the time covering the invoice.

4. **CONTRACTOR PROMPT PAYMENT.**

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

(b) Interest penalties. Any contractor who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate

ATTACHMENT AA (continued)

established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirements may also result in a contractor being suspended or debarred.

(c) Subcontract Clause Requirements. The prime contractor shall include in each of its subcontracts

(1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; and

(2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract

(i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153).

(3) a clause in its subcontracts requiring the subcontractor to

(i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and

(ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. The County's continuing obligation under this Agreement, which envisions County funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If the County is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) calendar days written notice.

6. **TERM OF AGREEMENT.** This agreement shall be affective _____ for the initial term of one year. The term of this Agreement may be extended for one (1) additional one (1) year periods upon mutual agreement of both parties.

7. **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by the County upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever the County's Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay all compensation earned by Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any damages or anticipatory profits that have not been earned up to the date of termination.

8. **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct from monies due the Contractor on this or other County Agreements. Damages may include excess procurement costs.

9. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Agreement Documents, the controlling terms and conditions shall be in this order:

(a) this Agreement;

(a) the Request for Proposal No. WS298786433 Public Relations, Marketing and Graphic Designs Services (collectively, the "RFP");

ATTACHMENT AA (continued)

(c) the Contractor’s Technical Response and Cost Proposal, both dated _____ (collectively, the “Proposal”);

10. **NON-HIRING OF COUNTY EMPLOYEES.** The Contractor shall not engage or otherwise employ any County employee during the performance term of this Agreement without the written consent of the County.

11. **LICENSURE REQUIREMENTS.** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

12. **CONFIDENTIALITY.** The parties acknowledge that information it obtains from the disclosing party (the “Discloser”) in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the “Receiver”) agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser’s account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver’s professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver’s possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

13. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the County, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.

14. **INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

The County shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

The Contractor has in force or shall obtain and provide to Prince George’s County, Maryland evidence of commercial insurance coverage for the following exposure:
(ALL REQUISITE INSURANCE LIMITS MUST BE APPROVED ANNUALLY, IN WRITING, BY THE COUNTY’S RISK MANAGER.)

WORKER’S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an “if any basis”. The coverage under such an insurance policy or policies shall have limits not less than:

Worker’s Compensation: MARYLAND STATE STATUTORY LIMITS

Employer’s Liability:	Each Accident	\$500,000
	Disease Policy Limits	\$500,000
	Disease - Each Employee	\$500,000

ATTACHMENT AA (continued)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$1,000,000/\$3,000,000 per occurrence/aggregate

PREMISES MEDICAL PAYMENTS \$5,000

PERSONAL INJURY / ADVERTISING \$1,000,000

PRINCE GEORGE’S COUNTY, MARYLAND must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Agreement.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Contractor’s aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$1,000,000 Combined Single Limit

MISC. PROFESSIONAL LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

The Contractor will furnish to the Department and/or the County “Certificates of Insurance”, which shall list “**PRINCE GEORGE’S COUNTY, MARYLAND**” as an **additional insured** and **certificate holder** of the Contractor’s policy for services provided in accordance with this Agreement and provide that the County shall be notified by the insurer **at least thirty (30) days** prior to cancellation or material change of any such coverage.

15. **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16. **ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Agreement, or its power to execute any of the Agreement Documents, to any other person, firm or corporation, without the previous written consent of the County’s Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

17. **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of the County.

18. **PROJECT COORDINATOR.** The County will designate a Project Coordinator in the Office of Homeland Security who shall be the liaison between the County and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

To County:

ATTACHMENT AA (continued)

With Copies to:

And Copies to:

To Contractor:

20. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

21. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

22. **RECITALS.** The Recitals are expressly incorporated herein by reference.

23. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning, and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

24. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Agreement Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Agreement Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

26. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of the County shall be the County Executive, Chief Administrative Officer, or the Deputy Chief Administrative Officer who executes this Agreement.

27. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of the County and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the dates noted below.