

# CONTRACT ADMINISTRATION & PROCUREMENT DIVISION

## REQUEST FOR PROPOSALS

SOLICITATION NO. WS299717236

Issue Date: March 11, 2022

Information Technology Professional Consulting Technical Services

### NOTICE

A Prospective Bidder that has downloaded this solicitation from the *SPEED* eProcurement Platform <https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158> and e-Maryland Marketplace Advantage <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://www.princegeorgescountymd.gov/3702/Opportunities>, Contract Administration & Procurement ("Procurement") Division's website, [www.princegeorgescountymd.gov](http://www.princegeorgescountymd.gov) 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: OIT Information Technology Professional Consulting Technical Services**

**Solicitation No: WS299717236**

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:** Information Technology Professional Consulting Technical Services

**Solicitation Number:** WS29971236

**Solicitation Issue Date:** March 11, 2022

**Closing Date and Time:** May 6, 2022, at 4:00 p.m.

**Procurement Officer:** Barbara Manley  
Contract Administration & Procurement Division  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
Phone: (301) 883-6400 ~ 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://www.princegeorgescountymd.gov/3702/Opportunities>

**Pre-Proposal Conference:** March 22, 2022 at 10:00 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%2Fmypgc.zoom.us%2Fj%2F83435219319&mp;data=04%7C01%7CMMAnderson%40co.pg.md.us%7C915e642a3b044540d33a08d9e1037bfb%7C4146bdda ddc14d2aa1b21a64cc3c837b%7C0%7C0%7C637788227350400437%7CUnknown%7CTWFpbGZsb3d8eyJWljo iMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000&mp;sdata=CDl6h0s gTrsPGVUskq5Xaxp9tXsH0X%2BQKY3Rsfio6qs%3D&mp;reserved=0>

Meeting ID: 834 3521 9319

Passcode: 270454

One tap mobile

+13017158592,,83435219319#,,,,\*270454# US (Washington DC)

8778535247,,83435219319#,,,,\*270454# US Toll-free

**Submission of Questions:** All questions must be submitted through SPEED. It is requested that questions be submitted prior to pre-proposal conference to be addressed at conference.

**Questions Due By:** March 29, 2022, at 2:00 p.m.

**Bid Bond Required:** None

## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 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) to perform a full range of IT Professional Consulting Technical Services to assist in the effort of develop, implement, maintain and optimize existing and new IT systems and digital capabilities. The Office of Information Technology (OIT), herein referred to as OIT, seeks qualified Firms in the business of providing technical expert services in a variety of technology disciplines either sourcing IT professionals and/or delivering IT services as described below. Firms must possess significant levels of knowledge, evidenced by hands on experience through past performance, skills, and certifications necessary to provide Information Technology ("IT") expert consulting, and technical services, (herein "IT Consulting Technical Services"). The IT portfolio of infrastructure and systems is both on premise and cloud based.

This RFP is for Firms identified as an IT business entity with core business in at least one of the Specialty areas of their choosing, and not for those with the bulk of the Firm's resources being outsourced.

Under this RFP, we anticipate multiple awards to establish Master Contracts, and at the County's discretion, to issue Task Orders for the work/support to be performed. The Awards are non-exclusive, and the County may obtain services through other competitive processes. However, the awards are intended as a primary source to procure IT expert services as outlined in this RFP. In an event that it is not reasonably anticipated that a Task Order Proposal Request (TOPR), Request for Resume (RFR) and/or Request for Services (RFS) will not be completed by this Master Agreement contract expiration date, alternative procurement processes may be used.

Note: This RFP is not intended to procure IT commodities or commercial solutions such as COTS software, Software as a Service (SaaS) solutions, or cloud-based software subscriptions independent of services, but rather for the professional services to support the implementation and use of software, SaaS solutions, or cloud-based software subscriptions, and/or supporting technology infrastructure environment, which such a task may include required IT items. The services anticipated under this RFP include all areas of technology platforms, operations, solution development, and support such as application and WEB developers; IT infrastructure, network and telecommunications engineers; data-base administrators (DBAs), data architects and data scientists; cyber security analysts; business analysts, management analysts, and other specialties noted in Section 3 of this RFP.

The Firm and their subcontractor(s) shall not subject their employee(s), agent(s), or other proposed resources performing work under this award to a Non-Compete Clause, and/or Agreement.

In addition to core business expertise, Firms must also demonstrate expertise of their claimed IT specialty areas in their responses.

The scope of work opportunities under this RFP include:

- **Staff Augmentation:** Individual expert IT Consultants/Contractors specialists for short- or long-term assignments, and when on-boarded to OIT, the IT Consultants/Contractors becomes part of the OIT workforce with their work being assigned and supervised by OIT.
- **IT Tasks:** This may be work whereby the Firm is given a task for a delivered product (IT Solution), such as app development, data analysis, an assessment or study for example, and the

Firm is responsible for a compliant deliverable, which may be considered a 'project'. The Firm at the discretion of OIT, may provide a 'Project Manager' to work with the associated OIT division to ensure scope, requirements and special provisions, and for such projects OIT may provide additional requirements, standards, track progress and provide guidance. In this case, the Firm may need to supply the solution if it is within their portfolio of service offerings, and, if commercial software product is needed for the delivery, that software license will belong to the County. The County may also directly acquire the products for the delivery.

- **Managed Services**: This is when a Firm manages a complete 'turnkey' IT function/operation, with their IT resources and accountability for performance. A Program Manager is assigned to report to the respective OIT management for oversight.
- **Management Consulting**: When the County may require a Firm to assist in development of policy, strategies, industry and best practices studies, or advisement to leadership. In these cases, the Firm would not be delivering an IT solution, and may be prohibited from providing a solution that they recommend to the County for implementation.
- **IT Management**: This is when a Firm provides an expert Consultant/contractor to serve in a capacity to manage, oversee an OIT function, or initiative at the pleasure of the CIO.

The Master Prime Contractors resulting from this RFP (Request for Proposal) will demonstrate their ability to timely provide expert IT consultant technical services under the direction of the County as described above (staff augmentation), and/or, deliver a specific solution under a fixed price model based on specific requirement documents or scope of work (SOW) which may range from custom development (complete start to finish and ready for use), ad-hoc consulting, project management, and/or for implementing a commercial solution. In the case of implementation of a commercial solution, the award also allows selected Firm(s) to provide a solution, provided they are certified by that manufacture to provide at the time of the requirement. For an IT project task, the Firm will need to have knowledge of process re-design, change management, project management, and perform knowledge transfer and training. In this case, it is not intended for a Firm after delivery to be retained as a permanent system support, unless at the discretion of OIT, subsequent support can only be provided by Firm.

After the award of Master Contracts under this RFP, staffing and services will be acquired, on an as needed basis, from the pool of Firms awarded specific to needs outlined in a TOPR for respective specialty area(s). Proposed staff must have the qualifications and work experience at the time of submission. The County will only accept the Firm's personnel who has demonstrated relevant experience within the given labor category with relevant education, professional credentials, experience with a clear, successful track record of customers with similar work of similar size and complexity as that of Prince George's County, Maryland.

IT Staff Augmentation positions are required to have proper certifications, professional credentials, documented performance, successful criminal / security background checks, etcetera, as applicable for position(s) being requested by the County.

Further, Firms who provide IT Consultants/Contractors must demonstrate their process for maintaining IT Consultants and updating skills levels of their resources. If the County needs to provide that learning, then under this contract, the County may bill the Firm(s) for the cost of such training. The County will not fund IT certifications for Firms or consultants.

Firms awarded must sign the **OIT IT Agreement for Consultant Services Provider** at the time of Award, and their contractors on-boarded must also sign. (Attachment BB). Firms are responsible for ensuring their

proposed staff assigned to the County shall exhibit professional workplace ethics and behavior and must comply with Federal, State, Local and OIT Technical and Cyber Security policies including Privacy and other County legislation, ordinances, and standards, as applicable. Any person that violates County Cyber Security or privacy policies or law, and/or standards will be immediately removed from the engagement and may be subject to legal action. The County reserves the right to monitor work and perform periodic, unannounced Cyber Security monitoring at its sole discretion.

1.1.1 The scope of this RFP shall encompass four (4) primary Specialty Areas. The Firm must have direct expert staff in the specialty areas awarded. In addition, the Firm's core business must match at least one of the specialty areas. The Firm must demonstrate they have been in business relevant to the specialty area(s) being proposed, at minimum, five (5) years, with an established order fulfillment process; however, under this solicitation, the County will consider new technologies in the market whereby that specialty has not been out for five years. In this case, consideration will be given to a reasonable interpretation of the niche market and experience. Having met these requirements, a Firm may submit a qualified proposal under one or more specialty areas. Firms may propose any areas they provide services in as their core business.

Primary Specialty Areas include:

- **Applications Development:** specific skills for custom development or configuration of COTS, SaaS, WEB, and GIS specialties, and data reporting and analytics.
- **Infrastructure:** all areas of technology infrastructure disciplines including server and storage environments hardware and utilities, integration with 'cloud' platforms such as AWS, Google, Microsoft clouds, host co-location data centers, network WAN and LAN including voice, data, video communications systems, and 'IoT' automated mechanical systems.
- **IT Business Processes:** including management specialists, business process specialists, auditing, project management, program management, Informatics, and other.
- **IT/Cyber Security:** certified professional cyber engineers and analysts, managed services, and assessments, etc.

1.1.2 This RFP has a mandatory Supplier Participation of 40% County Based Small Business (CBSB) and 20% Minority Business Enterprise (MBE). Each business used to meet the Supplier Participation Requirement must be certified by the Prince George's County Supplier Development & Diversity Division (SDDD) at the time of bid/offer submission.

1.1.3 The County intends to make multiple awards 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 Offeror (s), will be considered by the Purchasing Agent. (Attachment Y).

1.1.4 Offeror, either directly or through its subcontractor(s), must be able to provide the services and meet all the associated requirements of this solicitation for the services they submit for, 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 work to be performed as required by the Office of Information Technology (OIT). The County representative upon award will supply the necessary locations where service is required. This Contractor will be required to perform under the direction and inspection of an assigned County representative in OIT.

1.1.6 A Virtual Pre-Proposal Conference will be held on Monday, March 22, 2022, via Zoom at 10:00 a.m. The link for accessing the meeting is on the cover page of this RFP. 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:

Barbara Manley, Contractual Services Officer  
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  
Fax Number: (301) 883-6440

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 Technical IT Qualification Proposal, Technical IT Consulting Services Specialty Area(s) Proposal and Cost Proposal offered by an Offeror in response to this RFP.
- b. **Offeror** – An entity that submits a proposal in response to this RFP.
- c. **Firm** – An entity identified as an IT business entity with core business in at least one of the specialty areas, not for general staffing firms or a recruiter, and/or face with the bulk of the Firm's assets being outsourced resources, non-complaint or in the spirit based on labeling as an IT Firm in efforts of receiving an award.
- d. **Cost Proposal** - 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.
- e. **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. Most work performed is during normal County business hours 8:30 a.m. – 5:00 p.m, or as determined by OIT. OIT operations run 7 days a week, 24 hours a day, and certain support needs must be available on-demand. There may be work supporting activities that can only be performed outside the business day, and/or on weekend, or holidays. 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 Saturday or Sunday unless such work has been previously authorized by OIT.

Below is a list of County Holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Native American Day
Inauguration Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (Day after Thanksgiving)

Juneteenth Day  
Independence Day

Christmas Day

- f. **CAP** – The Office of Central Services’ Contract Administration and Procurement Division.
- g. **Certified Business Entity** – See Attachment V for all Certified Business Entity Definitions.
- h. **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.
- i. **CIO** – Chief Information Officer, Director of the Office of Information Technology
- j. **Contractor** – A selected Offeror that is awarded a Contract by the County.
- k. **County** – Prince George's County, Maryland, a body corporate and politic.
- l. **eMMA** – eMaryland Marketplace Advantage (see RFP Section 1.8) is the electronic commence system managed by the State of Maryland.
- m. **Expert** – Defined as an individual/firm who has or involves a comprehensive and authoritative knowledge of a skill in a particular specialty area
- n. **IT CSM** – Contract Services Manager, an OIT representative performing contract management oversight on the Master Contract.
- o. **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.
- p. **Non-Compete Clause, and/or Agreement:** is defined as any restriction on an employee, subcontractor, agent, or other proposed resource performing under this award from applying for, or performing as a County employee subsequent to employment with a County contractor, or as an officer, director, employee, independent contractor, consultant, or agent of a business entity that engages in activity associated with Prince George’s County, Maryland, its agents, and/or affiliates and that is materially similar to or that competes with the Firm.
- q. **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.
- r. **OCS** – The Prince George’s County, Maryland Office of Central Services.
- s. **OIT** – The Prince George’s County, Maryland Office of Information Technology.
- t. **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 Bids.
- u. **PAG** – Proposal Analysis Group responsible for evaluating proposals.
- v. **Procurement Officer** – Prior to the award of any Master Contract, the sole point of contact in the County for purposes of this solicitation.
- w. **PO** – Purchase Order
- x. **Purchasing Agent** – The Director of the Office of Central Services or his/her designee.
- y. **RFR** – Request for Resume
- z. **RFS** – Request for Service(s)

- aa. 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.
- bb. SDDD** - The Prince George’s County Supplier Development & Diversity Division.
- cc. SOW** – A Statement of Work details a description of the specific services or task that a Master Contractor is required to perform under a Task Order Award (TOA).
- dd. TOA** – A Task Order Award is given to a successful Master Contractor pursuant to a successful TOPR response.
- ee. TOPR**- A Task Order Proposal Request is a solicitation issued under the Master Contract which includes details for a specified SOW under a Specialty Areas; only those awarded under the Master Contract shall be permitted to submit proposals in response to a TOPR solicitation.
- ff. TOAC** – A Task Order Approval Committee is an evaluation team assigned by the Chief Information Officer (CIO), and User Department/Agency head depending on the requesting agency TOPR to evaluate responses to TOPR solicitation.
- gg. Two-Party Agreement** - The executed agreement (contract) awarded to the successful Offeror pursuant to this RFP.

### **1.3 Contract Type**

The Master Prime Contract shall be defined as an Indefinite Quantity Contract as defined in Prince George’s County, Maryland Code of Ordinances Section 10A –113 Procurement. A Fixed Price (3FP) and Time and Material (TM) Task Order (TO) Agreements, as described in each respective TOPR may be issued under the Master Prime Contract, as appropriate to the type of services being requested.

The Contract(s) 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 January 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 July 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 five (5) years from the date of contract execution and may be extended by mutual agreement of the parties for three (3) additional one-year (1) year optional periods. 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 January 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.

## 1.5 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:

Barbara Manley, Contractual Services Officer  
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  
Fax Number: (301) 883-6440  
Submit all questions through the SPEED eProcurement Platform

## 1.6 Notice to Offerors

Offerors, before submitting a proposal(s), 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 the items and conditions referred to herein.

## 1.7 Solicitation Availability

Offerors may access the solicitation at the following websites:

1.7.1 Prince George's County **SPEED** eProcurement Platform  
<https://service.ariba.com/Discovery.aw/ad/profile?key=AN01496591158>

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

Bidders are encouraged to register on SPEED and eMMA to obtain applicable solicitation documents and notifications.

## 1.8 Questions

Written questions from prospective bidders 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 bidders attending the Conference. However, oral responses are not binding.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer, through the above *SPEED* link, in a timely manner by March 25, 2022, at 2:00 p.m. EDT. 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 RFP 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 May 6, 2022, at 4:00 p.m.**

No hand-deliveries will be accepted. Proposals must be submitted 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 be accepted per Specialty Area 3. Firms shall indicate all its offering through this RFP submission documents.

## **1.12 Allowance of In-House Work**

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

## **1.13 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.

## **1.14 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).

**1.15 Award Basis**

In accordance with Subtitle 10A-113 of the Prince George’s County, Maryland Code of Ordinances, the decision to award Master Contract(s) will be based on best value and will include the evaluation of the Technical Proposal and Cost Proposal, utilizing the scoring factors detailed in in this RFP. Consideration includes the proposal’s sufficiency, core business knowledge, skills, certifications, relevant experience and abilities in providing expert IT Consulting Services, technical qualification proposal for proposed specialty area; and proposed resources knowledge, direct experience, certifications and hands on application, with cost proposal submitted in response to the requirements.

The County will evaluate the technical qualifications for the specialty area(s) the Firm(s) proposes to determine which offer(s) provides the best value. The County may award directly without discussions with the Firm(s) who is determined to provide the best value to the County under each and/or all specialty areas. The determination of the most highly rated Offeror(s) will be based on the ratings of each offer against all evaluation criteria, and an analysis of the Offeror’s proposed cost/price.

It is the County’s intent to make multiple awards, however, the County reserves the right to make one (1) or more awards in each specialty area, whichever is in the County’s best interest.

The total possible score is 100 points. The minimum total score an Offeror must earn to be considered reasonably susceptible of receiving an award is 70 points of the 80 possible points for the Technical Proposal (Volumes I and II below). Evaluations will be based on the following criteria for this solicitation:

**Volume I**

1. The Firm’s relevant core business experience, expertise, services, certifications for proposed specialty area(s). **25 Points**
2. The Firm’s past performance, years of relevant experience, and professional references for the proposed specialty area(s). **20 Points**
3. The Firm’s ability to provide efficient and modern-day IT tools and resources to the County. **10 Points**
4. The Firm’s business / organization structure. **5 Points**

**Volume II – Per Proposed Specialty Area**

1. Proposed individual IT Contractor/Consultants experience, expertise, professional education, certifications as necessitated for proposed specialty area(s). **15 Points**
2. The Firm’s training plan for updating their assigned Contractor / Consultant skills. **5 Points**

**Volume III – Per Proposed Specialty Area**

**Proposed Labor Cost. 20 Points**

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:

Lowest Price Proposal

----- X (Enter the amount of possible points) = Evaluated Price Score

Price of Proposal Being Evaluated

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

**1.16 Tie Bids**

Not Applicable

### **1.17 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.

### **1.18 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 the County website, or the 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.

### **1.19 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.

### **1.20 Oral Presentations**

The County reserves the right to conduct individual interviews with finalists and to request best and final cost proposal offers from any or all finalists during this solicitation process and at the TOPR level. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, expertise, experience, order fulfillment process, answer questions and/or clarify their technical submittal. 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.

### **1.21 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.

### **1.22 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.

### **1.23 Offeror Responsibilities**

The selected Offeror shall be responsible for rendering services for which it has been selected as required by this RFP when work is assigned. Work is not guaranteed. 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 minimum qualifications, 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.

#### **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 Z** 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.

#### **1.24 Substitution of Key Personnel**

If this solicitation requires that a 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 OIT CSM and the Purchasing Agent prior to the substitution. If the Contractor substitutes key personnel without the prior written approval of OIT CSM, 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.

#### **1.25 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.

#### **1.26 Offeror/Proposal Affidavit**

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

#### **1.27 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.

### **1.28 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](http://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 (7) days of the County's Notice of Intent to Award.

### **1.29 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.

### **1.30 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.

### **1.31 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>)

### **1.32 Materials and Workmanship**

The work performed pursuant to this solicitation shall be under the general direction of OIT or in the case of a deliverable task under the Contractor, then the Contractor provides the direction to his/her resources per the

deliverable requirement subject to inspection by the County's authorized representative who may require the Contractor to correct defective workmanship without cost to the County.

### **1.33 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.***

### **1.34 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.

### **1.35 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.

### **1.36 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.

### **1.37 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.

### **1.38 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 awarded 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 County approved equipment, or the Firm's equipment if the Firm is responsible for the work. For cyber security reasons, OIT will approve equipment environment based on the task or method of delivery. 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.

### **1.39 Subcontracting**

After contract award, any persons or Firms undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of OIT CSM and 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 prior to engaging any work. The maximum percentage of work that may be performed by a subcontractor(s) is 49%. All subcontractor modifications requests must be submitted in the Certification and Compliance System in the compliance module. A modification form is required when submitting a request. This form can be downloaded via Subcontractor Modification Form.

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 OIT CSM and the Purchasing Agent. All disbursed payments must be submitted by the 15<sup>th</sup> of the month in the Certification and Compliance System contract module.

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).

#### **1.40 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.

#### **1.41 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.

#### **1.42 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.

#### **1.43 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.

#### **1.44 Performance**

- 1.44.1 All work performed shall be of high quality in accordance with good practices, procedures, OIT and industry professional standards. The Contractor must conform to all Federal, State, and Local laws and governmental regulations.
- 1.44.2 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.
- 1.44.3 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.

1.44.4 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.

#### **1.45 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, receive all Center for Disease Control (CDC) vaccine and vaccination series including Hepatitis B and post exposure follow-up following exposure incidents.

#### **1.46 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.

#### **1.47 Contractor Responsibilities**

The Firm shall be responsible for the professional quality and technical accuracy of their advice and delivery, their IT Consultants, staff, and all other services furnished by them. The Firm will perform services with the same degree of skill that is normally exercised by recognized IT professionals with respect to services of a similar nature. The Firm and everyone performing services as a result of the RFP shall have the necessary certifications, experience and expertise, and successfully pass and continue to successfully pass a criminal justice information system (CJIS) local, State and Federal criminal background check, including fingerprinting, various Cyber Security Clearances, and Counter Terrorist Check.

Neither the County's review, approval, or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Contractor's negligent performance of any of the services furnished under the contract.

The rights of the County provided for under the contract are in addition to any rights and remedies provided by law.

#### **1.48 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.

#### **1.49 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.

#### **1.50 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.

#### **1.51 Bid Bonds - OMITTED**

#### **1.52 Performance Bond**

When required at Task Order level for a major software solution delivery, the Firm shall furnish a performance bond in the amount of 10% of the total Contract amount, made out to Prince George's County, Maryland, prepared on an approved form furnished by the County, as security for the faithful performance of this Contract, within ten (10) days of notice of intent to authorize a Task Order Award under this Contract. The surety thereon must be authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign performance bonds must file with each bond a certified copy of their power of attorney to sign such bonds. An irrevocable letter of credit, irrevocable assignment of savings account, CDs, certified check, or money order made payable to Prince George's County, Maryland may be accepted in lieu of bond cited above.

#### **1.53 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, sanitized and ready for use daily.

#### **1.54 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.

#### **1.55 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.

#### **1.56 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.

### **1.57 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.

### **1.58 Clean Renewable Energy (OMITTED)**

### **1.59 Americans with Disabilities Act Requirements**

1.59.1 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.

1.59.2 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.

### **1.60 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).

### **1.61 Kickback**

1.61.1 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's employee, a subcontractor, a subcontractor's employee, a public employee, or other person(s) 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.

1.61.2 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.

### **1.62 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.

### **1.63 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.

### **1.64 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.

### **1.65 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](http://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 contains a 40% required participation by Certified County-Based Small Business (CBSB) and a 20% Minority Business Enterprise (MBE) participation.**

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 OIT CSM and 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 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 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**

Prince George’s County, Maryland is a body corporate and politic and a political subdivision of the State of Maryland, located in the south center corner of the State, bordering the eastern portion of Washington, DC, adjacent to Northern Virginia. The County has an area of approximately 500 square miles with a diverse population of over 950,000,00 residents. The Prince George’s County Government (hereafter referred to as “the County”) has over 30 agencies located in over 102 facilities with approximately 7,000 employee staff personnel.

The County operates under the Prince George’s County Charter. The powers of the County are provided in the County Charter and in the Constitution and the laws of the State of Maryland, including Title 10 of the Local Government Article. Under the County Charter, the County is composed of an executive and legislative branch. There are 27 incorporated municipalities in the County. These municipalities levy taxes on their own authority and are not subject to the limitations set forth in Sections 812 and 813 of the County Charter. Property in these areas is subject to County taxation and the County provides certain public services to residents of the incorporated municipalities. County ordinances and regulations also are applicable to them.

Services provided or paid for by the County from local, State and Federal sources include police, fire and emergency services; certain health and social services programs; public works; stormwater management; and court and correctional services. The County also is responsible for adoption and maintenance of building codes and regulation of licenses and permits; collection of taxes and revenues; maintenance of public records; conducting elections; and collection and disposal of refuse. Health care, elementary, secondary and community college education and library services are provided by other entities and are partially financed by the County.

The Prince George’s County Office of Information Technology (hereafter referred to as “OIT”) is the central technology agency for Information Technology (IT) and communications infrastructure, data and support services for the County including partner organizations who use the County IT infrastructure or interconnect. OIT establishes policy, standards and architecture for the information and communications systems for county governmental agencies, also providing enterprise-wide IT infrastructure for all branches of government. To support this enterprise, OIT has established a vigorous network infrastructure Wide Area Network (WAN) that supports over 9,000 high-end personal computers, laptops and peripheral devices. The Virtual Private Network (VPN) facility supports over 3,500 concurrent remote users. Each site has minimum of 1000 Mbps to the desktop and secure wireless access coverage. WAN services are provided through 220 miles of County owned fiber, carrier circuits, and the Prince George’s County Inter-governmental fiber Network (I-Net), that connects various county facilities and 23 municipal governments within the County’s geo-footprint. The network connects several data centers (located in Largo, Beltsville, and Silver Spring, Maryland). In addition to information systems, the enterprise network also support “IoT” systems including Industrial automation systems, video cameras, and other utilities and equipment with computers sending data.

The IT environment includes Internet access, virtual server farms, enterprise storage – on premise, hosted and cloud based, several ‘cloud’ based and hosted business application systems, e.g. ESRI GIS, SAP ERP Suite, Ariba, Neogov, INFOR, Salesforce and Microsoft O-365; Avaya enterprise telephony system; the County commercial Web presence; and third party ancillary systems. County agencies may have agency specific applications and/or subscription services supporting their specific business requirements which are

access through the enterprise network. The county has invested in a Cyber Security set of tools and Virtual Security Operations Center (SOC). OIT operates in IT Service Desk using a ITSM tool.

The County's Chief Information Officer (CIO) is the authority for county technology and oversees and directs the activities of OIT. OIT has an IT workforce consisting of employees, consultants, and contractors in the various technology disciplines, performing IT operations and IT project work.

## **3.2 Scope of Work Requirements**

### **3.2.1 OVERVIEW AND PURPOSE**

**IT Management:** The Office of Information Technology (OIT) establishes standards and architecture for information and communication systems that are implemented in agencies throughout the county. In that role, OIT provides leadership, process, governance, resources, and expertise in deploying information technology, with the goal to increase the efficiency of agencies' services, operations, and to improve citizen access to the County's information and services. The Director of OIT is also the County's Chief Information Officer (CIO) and has authority for strategic leadership for technology investments and direction in deployment of technology county-wide. The CIO also has the responsibility of implementing policy and ensuring that County IT plans and projects are implemented in a manner consistent with principles of standardization, scalability, and supportability that promotes efficiency and cost-effectiveness. County IT plans and projects must also be in alignment with County's mission and vision elements.

The County's IT portfolio encompasses an array of systems, plans, and procedures covering the full spectrum of information services. Descriptions of these portfolio elements are provided below, along with some specific guidelines and standards providers of products and services (Contractors/Vendors) must adhere to.

**Enterprise Information Technology Environment:** The County has developed an approach to its IT architecture that maximizes the return on IT investments, emphasizes and ensures reliability, scalability and security, while promoting standards-based acquisition that can be adapted across the enterprise. The Information Technology Plan is published by the Prince George's County Office of Information and Technology (OIT) and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to IT system requirements. A list of the County's current technology environment shall be provided at the time of award. The Information Technology Plan is published by the Prince George's County Office of Information Technology (OIT) and delineates the standards for the major components of the IT architecture adopted and/or in use at the County. Providers should reference the plan when developing responses to OIT system requirements.

#### **1. OBJECTIVE:**

1. Achieve a comprehensive competitively solicited Master Agreement offering IT Consultant Services for the County's strategic and operational IT and related requirements as needed through procurements.
2. The County seeks qualified Firms which possess IT expertise, knowledge, skills, abilities, certifications, and the professional resources necessary to provide IT Consulting and Staff Augmentation Services, and Solution Delivery for OIT and various county agencies. Qualified Firms shall be able to provide services on an as-needed basis as requested by OIT. IT services expertise covers various IT disciplines, such as but not limited to application and WEB developers; IT infrastructure, network and telecommunications engineers; data-base administrators (DBAs), data architects, data scientists, cyber security analysts, business analysts, management analysts, and other specialties. Expertise areas shall include several software and hardware platforms in use by the County.

3. Establish the Master Agreement Supplier listing of qualified, certified Firms for each Specialty Area to provide expert IT Technical Staff Consulting and Technical Services for a minimum of five (5) years with three (3) one-year options to extend.
4. To achieve efficiencies through a single competitive solicitation process that eliminates the need for multiple bids proposals, and to reduce the administrative and overhead processes for provisioning technology services and solution products through a simplified ordering and delivery process.

## 2. CONDITIONS:

1. Work assigned may be temporary, part time, full time, on-site, or remote, and could include such tasks as assisting in the development or support of applications and systems, technical operations, installation and maintenance of IT hardware and software, devices and peripherals as needed. Most work performed is during normal County business hours Monday through Friday, except County recognized holidays, or as determined by OIT. OIT operations run 7 days a week, 24 hours a day, and certain support needs must be available on-demand. There may be work supporting activities that can only be performed outside the business day, and/or on weekends, or holidays.
2. All IT Technical Consulting Staff Augmentation positions are required to have documented appropriate certifications, documented experience and performance, pass and maintain criminal / security and ethical background checks, etc. as applicable to the position being requested by the County. In addition, Firms are responsible for ensuring their staff assigned to County requests shall possess and demonstrate appropriate workplace ethics and behavior which minimally must be in compliance with Federal, State and Prince George's County standards, as applicable.
3. Offerors are to propose their specific, demonstrable qualified selection of Information Technology Consulting Staff Augmentation and Technical Services their Firm is qualified to provide as their core function; and certified through Certificates, Certifications, and Letter(s) of Authorization from the Manufacture for staffing and technical services in the proposed specialty area. Offerors are required to demonstrate at minimum, five (5) years relevant experience in providing the proposed IT services at locations of similar size and complexity as that of Prince George's County, Maryland Government, or if the service offered is at the beginning of a IT specialty maturity/hype cycle, then provide evidence of their work performance.
4. While multiple categories under various specialty areas shall be awarded under this contract, an award does not guarantee work. Task Orders will be issued on an as-needed basis, short or long term, over the life of the contract as requirements may present themselves.
5. The County will indicate if the TOPR/RFR, and/or RFS solicitation is a single or all qualified Prime Contractors opportunity, when a specific engagement under this contract is required. OIT will determine the specialty area(s) needed for the TOPR/RFR, and/or RFS. In general, a TOPR/RFR, and/or RFS will address the broad process/scope of the opportunity, or specifics of labor categories and skills needed.
6. The TOPR/RFR, and/ or RFS process which may be altered by the County's CIO and IT CSM will generally be handled as follows:
  - a. Scope of Work and Proposals: As a need for IT Professional Consulting Services arises, the County's CIO and/or IT CSM will contact a minimum of two, although more is preferable, Master Contractor holder(s) in the applicable awarded IT Specialty Area category. However,

at the sole discretion of the County's CIO, the IT CSM may contact a single Master Contractor holder if:

- The County procurement regulations permits; and/or
- It is determined by the County's CIO to be in the County's best interest.

The requesting Agency / Department / Entity will provide the Office of Information Technology with:

- Written business issue and/or requirements for the scope of work for the related services inclusive (at a minimum) of:
  1. High level functional requirement or business issue to be resolved.
  2. Required schedule for the start and completion of the engagement; and,
  3. A detailed Statement of Work or a business issue/problem.

The IT CSM, in collaboration with the County's CIO may develop a written TOPR for a specific deliverable or body of work outside the parameters of the above, that may require the following technical/qualification and other criteria to be addressed by the Master Contractors:

1. Methodologies to be used in order to provide requested Service(s) with proposed qualification requirements; proof of certification as a partner of the system for which services are proposed; recommended project management/work plan that may include, but is not limited to: specific deliverables and timelines for their successful completion; criteria for evaluation and acceptance of key milestones; communication plans; risk assessments and risk mitigation plans, as applicable; change management plan including approval by the CIO and assigned Task Order Approval Committee (TOAC).
2. Staffing Plan and process for acquiring the resources to provision the required services.
  - For staff augmentation: Program Manager, IT Consultants, completed background checks, training plan and schedule for placed contractors to receive learning to ensure certifications are up to date and to keep up their skills as technology evolves, a COOP plan to include subcontractors, if relevant.
  - Task Order deliverables shall include at minimum: a Project Manager, project management plan, training plan for knowledge transfer to OIT. References of similar projects provided by proposed staff for TOAC review.
3. References from recent projects and experience of similar size and scope, other than Prince George's County Government. References details at minimum are to include:
  - Indicate if a Prime or Subcontractor,
  - Description of skills sets and services provided,
  - Contract value.
  - Customer contact information (company name, principal and physical address, website, contact name, title, phone number and email address)
4. Utilization of Subcontractors, if any, proposed to provide some of the required services along with County's Supplier Utilization Plan. If subcontractors will provide some of the required services, the County requires references and proof of expertise of the subcontractor(s).
5. The County Based Small Business participation requirements established in the RFP and resulting Master Agreement is a contractual requirement as

agreed upon with execution of Master Agreement unless expressly stated as a modification the TOPR and approved by the County's Purchasing Agent.

6. A schedule of task and level of effort to ensure that the required timeframe to complete work is in accordance with the objectives of the project request.
7. Quoted price at minimum shall include:
  - Lump sum fee;
  - Not-to-exceed value, and/or time and material estimate.

The County will require a breakdown of the price quoted for each proposed staff position, task hours for each staff member, and billable hourly rate. Master Contractors are required to apply the quoted maximum or better hourly rates for the proposed staff as established and specified in their Master Agreement.

8. The County reserves the right to add additional requirements for information stated above along with the right to request additional information, and to hold oral interviews, as the County deems appropriate for the scope of services.
9. The Firm will provide the County's CIO and IT CSM a TOPR for the requested services that address the specified technical requirements and price criteria.
10. Evaluation of a TOPR: The evaluation criteria is solely at the County's CIO and Task Order Approval Committee (TOAC) discretion and will be included in the requirements and/or scope of work for the related TOPR issued by the County's CIO and IT CSM. A TOAC will be established with the responsibility for review and evaluation of the TOPR proposal received. The evaluation process will be in accordance with the established procurement regulations and Prince George's County, Maryland Code of Ordinances. The TOAC will evaluate the TOPR for, however not limited to, cost advantage, proposed assigned key personnel's expertise, experience on time commitment, Firms experience and expertise, certifications, references of the Firm and/or key staff, CBSB commitment, ability to meet the required schedule, ability to provide the scope of services and overall best value to the County.

As part of the evaluation, the TOAC may request oral interviews of proposed Master Contractor team members and/or discussion with the Master Contractor.

Following the evaluation of the proposal, including any applicable interviews and/or discussions, an award will be made by the County's CIO to the Master Contractor via a Task Order Award document requiring concurrence by the Firms binding signature authority with the most advantageous and best value proposal. The award will be based in accordance with the TOPR.

11. Award of a Task Order: Dependent upon the Services to be provided or the nature of the assignment/engagement, a Task Order Award (TOA) will be issued by the County's CIO along with a Purchase Order (PO), issued by the County's Purchasing Agent to the successful Firm for each specific task order. The business terms and conditions of the Master Contract and TOPR will apply unless specifically revised at the discretion of the County's CIO in collaboration with the County's Purchasing Agent, for a specific Task Order Award.

The Firm will be expected to provide leadership, supervision for its consultants assigned to a resulting TOA engagement while collaborating with a designed Task Order Project Manager as out lined in this RFP.

The County has the sole discretion to remove a consultant from the project.

Protest / grievances are not permitted at the Task Order Award issuance level.

### 3.3 Specialty Areas

#### 3.3.1 Applications Development:

- Custom Software Development and Engineering (various languages, and low code)
  - Enterprise Resource Planning software (SAP or future)
  - Microsoft 365 and Apps
  - Salesforce
  - Other commercial or cloud applications
  - Website platforms and search
  - Electronic Document Management and Imaging (Open Text or other)
  - Geographic Information Systems (ESRI and specialty)
  - Data Science, Data Reporting, Analytics, Health Informatics
- AI and Machine learning
- System Integration
- Process Automation
- Testing

#### 3.3.2 Technology Infrastructure, Data Center and monitoring,

- Hosting / Co-location Services
- Network and Telecommunications engineering including Wireless
- Network and Communication Cable Infrastructure Systems
- Audio Visual Teleconferencing systems/Streaming services,
- Digital Signage
- SMART building and Interconnected Infrastructure technologies
- IT Service Desk, technicians, and desk-side support
- AWS, Azure, Google, etc. IaaS
- ‘Internet of Things’ specialties and industrial automation systems

#### 3.3.3 IT Business Processes:

- IT Management Consulting
- Business Process Consulting
- Project Management/Program Management
- Marketing/branding
- IT Media, Instructor-led and e-Learning
- Broadband Engineering and Design studies
- Documentation and Technical Writing
- Auditing and Quality Assurance
- Program Cost Analysis

### 3.3.4 IT/Cyber Security

- Information System Security Analysts and Engineers
- Network perimeter scanning
- IT Auditing & Quality Assurance
- Cyber Security Operations Center (SOC)
- Assessments (includes privacy business and tech compliance e.g. HIPAA, CPI, etc.)

## 3.4 IT Expert Labor Categories

The following section details a “sampling” of the labor categories to be provided under this RFP. Task Orders may be for staff augmentation with the contractor work supervised by OIT, or a Task Order deliverable for the Firm to deliver an app.

### 3.4.1 Application Development

#### A. Application Developer/Software Engineer

Sample Job Description: Software engineer should have strong technical experience in all phases of the software development life-cycle (SDLC), Agile, SCRUM or other methodology with demonstrated hands-on experience in one or more areas of state-of-the-art software development languages and environments. Conducts work as assigned for full life-cycle software development and integration projects and post implementation support. Able to translate functional requirements to logic and programs compliant with detailed specialty and technical requirements for software applications. Conduct detailed analyses and module-level specification in the configuration of commercial software solutions. This area of work also includes specialists or specialty Firms in Artificial Intelligence (AI) and process automation.

Must be able to define and implement high performance and highly scalable product/application architectures, and able to lead integration activities for operational, tactical, and strategic systems. Performs complex programming and analysis tasks for batch and on-line applications including participation in defining requirements; write program specifications; design, code, test and debug programming assignments and document programs. Work task(s) could include total custom development, configuration, customization as needed for COTS, development of reports, data conversion and support.

May work in teams, may supervise the efforts of other developers in major system development projects; language environments and development platforms include (examples not all inclusive):

- .NET Framework, ASP.NET
- C#.NET
- C/C++
- SQL Server
- VB.Net
- JavaScript or Java
- PHP
- Python
- AI and machine learning
- Swift for XCode
- Drupal
- Kotlin for Android Studio
- Apple

- Microsoft 365 environment including Power Apps/Dynamics, Power BI/BW, SharePoint On-Line, and other.
- Tableau
- Oracle Application Server
- Zoom
- Mulesoft
- Salesforce (APEX)
- INFOR
- OpenText
- OpenGov
- Workday
- NeoGov
- ServiceNow

Work may require knowledge of HTML, XHTML, XML, WAP, WML, XSLT, Active Server Pages, and SQL and Linux.

All work must comply with relevant Industry and Prince George’s County standards for custom development, the COTS standard for configuration or custom development in their product, or other approved by OIT.

### **B. Middleware Engineer**

Sample Job Description: Middleware engineer should have strong technical experience with the most current release of one or more of the following middleware/EIA tools or other integration or contemporary tool, for example:

- A. Cold Fusion Server
- B. Mulesoft
- C. webMethods, Integration/Mobile Server
- D. IDM – Identify Minder and Site Minder
- E. BEA Web Logic
- F. Input Accel
- G. BizTalk and successor
- H. N-Hibernate framework
- I. Spring net. Framework

### **C. SAP and other ERP Solution Suite Application analysts and programmers**

SAP is the current ERP platform for the County, using FILO, SRM, HCM/Payroll, ESS/MSS Portal, and GRC, etc. There are also several custom modules including SAP SBP, Treasury and Bonds, and there are other related applications integrated with SAP which include SAP Ariba, Neogov, Benefits providers, Opengov (performance budget), and custom tax application. Consultants may be required to provide technical development and maintenance support in all areas of SAP, including but not limited to BASIS, ABAP programming, BW/BI, Data Services, ISM, PO, GRC, ROS/SUS/LAC, ECC, RSL, and Solution Manager. Work is under the direction of the OIT ERP Director with core agencies’ teams in a variety of tasks in project management, system architecture, and SAP modules; application technical release and customization; configuration, and integration between SAP modules and third-party systems. Collaborates with core agencies to design compliant technical solutions and produce design/functional specifications. Applies developed subject matter knowledge to solve complex business issues within established guidelines and recommends appropriate solutions. Provides operational infrastructure and system integration support, OS and version upgrades, and security roles administration. Expert titles include:

- SAP Project Manager
- BASIS Administrator
- SAP ABAP Developer
- SAP Security/Roles Specialist
- SAP Portal Developer
- SAP Functional Specialists (FILO, HCR, SRM, GRC)
- SAP BW/BI
- SAP HANA
- Linux (SUSE)
- Ariba specialists
- NeoGov Analyst
- Workday

Other new solution experts may be needed in the future for best-in-class solutions and other third-party applications supporting Finance, Budget, Human Resources, Procurement, Budget, Asset Management, et al.

#### **D. Web Architects/User Experience**

Sample Job Description: Web Architects will perform activities related to the overall development of WEB sites and portals including installation, configuration, management, maintenance and technical support of Web servers, application servers, and other WEB host platforms, and develop WEB and mobile applications. County standard is for Windows platform; ASP.net. This work may require knowledge of HTML, XHTML, XML, WAP, WML, XSLT, Active Server Pages, .NET Framework, ASP.NET, VB.NET, C#, Visual Studio .NET or Java, PHP. SME skills include AWS Certified Solutions Architects, Microsoft Certified Azure Solutions Architect, Salesforce Certified Development Lifecycle and Deployment, MS Certified Solutions Associate (MCSA).

#### **E. Electronic Records Management Specialist**

Sample Job Description: ERM includes identifying, classifying, archiving, preserving and destroying records, and workflow processes using a variety of document management and imaging products, currently OpenText and its modules, as well as others and/or open source products and complementary technologies and solutions. Provide expertise in design of business processes relative to the efficient and systematic control of the creation, receipt, maintenance, use and disposition of electronic records, including the design, capture, and retention of information about business workflow, transactions, and the systems that support these processes.

#### **F. Database Management Support (DBAs)**

Sample Job Description: provide the following expert services for implementation, maintenance, and tuning databases under UNIX/LI/NUX, Windows, and AZURE, AWS, Google database environments. Able to assist in the development of the enterprise database server architecture. Install, configure, and maintain DBMS and related interface software. Able to monitor performance and tune database instance parameters for optimal performance. Skills titles include:

- SQL Database Administrator
- SQL Database Developer
- Oracle Database Administrator
- Oracle Database Developer
- SAP HANA

- DynamoDB

## **G. Data/ Business Intelligence Analytics and Reporting**

This area of work involves the use of data in systems to analyze data, develop reports and respond to inquiries. Data may be in a variety of systems and repositories to include visual data, conducting data analytics and projections, architecting data warehouses and repositories, visualizing data and developing dashboards, data modeling. Tools include Power BI, SQL Server Integration Services, Microsoft SQL Server Reporting Services, BW/BI, and SAS, Open Gov, Tableau, Socrata, or others. Able to perform data analysis and data modeling design; assist with query and reporting analysis. Able to work environments where multiple data systems are involved and for sharing data between systems.

Versed in Business Intelligence software systems and concepts.

## **H. Data Scientist Analysts**

Use scientific methods, processes, frameworks, algorithms and system to extract knowledge and insights from structured and unstructured data and apply knowledge and actionable insights from data across a broad range of application domains building tools to automate data collection. AI and Machine Learning.

- Power BI
- BW/BI (Crystal)
- SAS
- OpenGov
- Salesforce/ Tableau
- Socrata

## **I. Geographical Information Systems and Mapping Support**

GIS professionals will work with the County's GIS staff on performing tasks, development or administration of the County's geospatial platform and set of tools using ESRI suite of geospatial software products. The County's GIS is in the ESRI cloud on SQL Server database. GIS data efforts integrate with the WEB and Data Architect work and environments described above. Other tools include Pictometry and Cyclomedia.

Sample Job Description: Develop and update GIS data using geocoding, imagery, x,y conversion, scripting, and other geoprocessing tools with proper field structure and metadata. Manipulate and analyze spatial data to develop new GIS data and to be converted to other spatial and non-spatial formats. Design and prepare hard copy and/or digital maps using correct cartographic elements for effective presentation of information. Familiar with Esri's ArcGIS Desktop, ArcGIS Pro, ArcGIS Online, and Portal for ArcGIS for developing, analyzing, and deployment of spatial data and maps.

### **1. Spatial Data/Database Administrator**

Sample Job Description: Spatial Data/Database Administrator Design and implement spatial data models for systems that are incorporating spatial into their data design. Develop ETL (Extract, Transform, Load) tools to migrate the data from non-spatial to spatial models. Develop data quality control processes and tools to ensure data quality. Determine spatial database model requirements and implement those requirements. Experience with the latest versions of Esri software on Oracle (10g or higher) and/or SQL Server. Experience with Esri's Data Interoperability and Data Reviewer extensions or other ETL and data reviewer tools. Must also be able to develop specialty requirements/design

documents for proposed data models. Must be familiar with spatial data, FGDC metadata and able to document metadata for the data in the models.

## **2. GIS Spatial Analyst**

Sample Job Description: Perform intermediate to advanced analysis such as cost benefit analyses, system design, geo-processing and modeling requirements; system design; procedural analysis and information process analysis. Must have working experience with the latest Esri software suite: GIS requirements analysis and GIS system design; program design, system prototyping, acceptance testing, and documentation. Specific activities may require experience with Python, RDBMS, Oracle, SQL, and writing Structured Query Language statements.

## **3. GIS Programmer**

Sample Job Description: Programs spatial GIS applications using tools like Python, Oracle Spatial, SDE, Javascript, HTML, Arcpy and all other GIS/spatial application development languages. The spatial data could be contained in Oracle, SQL, File Geodatabases, or other RDBMS.

## **4. Remote Sensing and Photography GIS Analyst**

Sample Job Description: Works on the aerial and satellite based panchromatic and color photography and digitally processed imagery interpretation, analysis, accuracy assessment, and derived products such as planimetric features. Work may include analysis of imagery sources, delivery systems, and underlying technologies and applications. Experience with fixed wing, UAV, terrain based, and satellite sourced data including multi- spectral, and LIDAR data and familiarity with sensors. Work may include surface model creation, digital aerial triangulation analysis, imagery interpretation, machine learning, thematic map accuracy assessment and related statistical sampling design and analysis, land cover classification, planimetric data update procedures and processes.

## **5. GPS Geodetic Data Administrator**

Sample Job Description: Performs development, maintenance, and refinements of ground GPS based structured geodetic control network, spatial grid reference system, and airborne GPS system for aerial photogrammetric data processing and adjustments. Determine the underlying geodetic vertical and horizontal control geo-spatial datum accuracy, and reliability; and develop specifications and procedures to accomplish required data standards. Perform sophisticated data processing and transformations and statistical analysis of ground and airborne GPS data using complex spatial data modeling including ‘on-the-fly’ solution techniques. Based on the work required, the consultant may need knowledge and experience with the following: geodetic horizontal and vertical reference datum; national, state, and global spatial coordinate systems; national spatial reference systems (NSRS) data standards; Ground GPS and Airborne GPS data acquisition and processing; aerial and terrain based LIDAR, geoid modeling and datum transformations; complex network modeling and adjustments; geodetic project planning, designing, and the application of GPS derived orthometric modeling and adjustment.

### **3.4.2 Technology Infrastructure**

#### **A. Network Engineering / Architect**

Sample Job Description: Network Engineers must be capable to design and maintain inside and outside plant, wireline and wireless networks, Wide Area Network (WAN) and Local Area -in building (LAN), IP, MPLS, Software Define Networking (SDN) configurations, mesh networks, converged and hyper-converged networks, and cloud-based network infrastructures. Design, deploy, validate and troubleshoot network

addressing schemes, naming conventions, transport protocols, security configurations firewalls. Make recommendations to enhance network performance and troubleshoot complex network problems.

Assignments also include analyze, design, implement, and maintain cable plants including private Fiber networks, and low voltage cable. Network Engineers should have expertise, and/or certification in Cisco, F5, Juniper, Palo Alto, etc. for example. Security tools include Microsoft, Stealth Bits, CrowdStrike, Netbrain, Cylance, Splunk and other. BICSI certification required for engineers assigned to cable plant infrastructure work.

Work includes interaction with the OIT Security Office for firewall administration, and perimeter protective architecture.

## **B. Systems Engineering / Administration**

Sample Job Description: Systems Engineer support the server and data storage on-prem and virtual environments, operating systems and domain, server configurations, storage and storage sub-systems, and printer/scanner and user device integration, including enterprise O365. This category of specialization is sometimes referred to as IT Engineers, Computer Systems Specialists, and the like. Work requirements include validation of operating systems, integration of middleware, configurations, architecture, optimize performance, use and capacity, and make recommendations for changes and enhancements. They may also serve as part of a team doing system administration, implementation and integration of new products and solutions. Five (5) or more years of experience with extensive network design, Infrastructure architecture, analyses, and deployments. MCSE and CompTIA certification or equivalent documented expertise level required.

1. Windows environment, terminal Server, and Windows and beyond servers, OS and peripherals.
  - a. Windows all versions, Server, Active Directory, SCCM, and beyond
  - b. Exchange On-line
  - c. Windows 2016 and beyond
  - d. Windows Terminal Server
  - e. Microsoft Back Office Products
  - f. SQL server all versions, and beyond
  - g. Microsoft Azure and O365
2. Storage environments
  - a. Dell Isilon
  - b. Azure
3. Unix server environments
  - a. Linux (RedHat)
  - b. Linux (SUSE)
  - c. Apache
4. Mainframe
  - a. IBM z/OS
  - b. Unix
5. IaaS Cloud Platforms
  - a. Amazon Web Service
  - b. Azure
  - c. Google Cloud Platform
  - d. O365

- e. Salesforce

### C. IT Service Desk / Managed Services

Sample Job Description: OIT will entertain concept proposals for two operational models supporting ‘break-fix’ and user assistance resolution, and service fulfillment requests. The enterprise environment for all county users is MS 365 including One Drive, SharePoint, Power Apps and Teams. There are other apps whereby there would be escalation to other SME groups in OIT or agency app owner.

- A Managed Services operation following ITIL best practices in Service Desk Management, Incident Management, Problem Management, Desk-side support, Request Fulfilment, Change Management and Configuration Management. A robust, service-focused and single point of contact, management, and accountability, the Firm will have turnkey responsibility for its staff to request, triage, and fulfill service requests, incident resolution, including self-service request resolution, and knowledge management request for specific IT services. The Firm will have its own insured transport vehicles and use an IT Service Desk product provided by OIT (currently Easy Vista, however new solutions are being reviewed). A Firm may also provide its own IT Service Desk solution as an option that would be accepted at the discretion of the County.

In responding to this requirement, Firms will include a description of their business model for IT Service Desk. The IT Service Desk is required to have interactive engagement with other OIT or vendor IT and in carrying out duties. The Firm will coordinate with OIT management SME areas and employees for Tier 2 and 3 IT Infrastructure experts for network, server and storage areas, IT Asset Management group including wireless devices and software management, Cyber Security, Apps and WEB Support, and ERP and their roles assisting resolution, strategies, installation services and customer relations. The IT Service Desk will also provide service metrics, a performance dashboard, analysis of tickets for systemic issues, and make recommendations.

- Sourcing IT Service Desk Tier 1 and 2 SMEs and first level supervisor or liaison program manager. Under this model, the Firm will provide staff augmentation services with the IT Service Desk operation being supervised by an OIT Division head or delegate. Tier 1 provides basic support, Tier 2 provides more in-depth technical support and addresses more complex issues typically at the device or MS product level. Tier 3 is escalation for expert product support and root cause analysis. This work includes the SMEs sitting on IT Service Desk duty responding to callers, assisting customers hands-on at the IT Service Desk location, and going to County agencies’ sites to assist at the customer desk. This includes being able to attend and support County events on-site or remote at the discretion of the County. In this model the Tier 1 and 2 SMEs will respond to IT Service Desk tickets either able to service the problem or install through hands on resolution or by dispatching technical deskside support. These staff also participate in the ‘PC’ Replacement program, establishing special site set-ups for PCs and other peripheral devices.

OIT will provide space for the IT Service Desk, however, as an alternative, Firms may also propose their Firm’s site with a layout that is COVID compliant with areas for the Service Desk call center, and space to work on equipment, centrally located in downtown Largo vicinity.

Example expert certs:

#### Tier 3

- a. CCNA/CCNP
- b. Microsoft 365 Enterprise
- c. Azure Administrator

- d. SCCM/InTune

#### Tier 2

- a. Network+
- b. A+
- c. Apple/Mac Support Certification
- d. Modern Desktop Administrator (M365 Certification)

#### Tier 1

- a. A+
- b. MCSA

### **D. Data Storage Engineers**

Sample Job Description: Provide daily support and participation with the OIT Storage management team on open systems and Cloud platforms for all data storage requirements including video and visual data from a variety of sources. Configure and troubleshoot storage- related problems including SAN Switches. Provide support for the County’s SAN environment (Dell, vSAN, NetApp, Isilon. AWS and Azure infrastructure). Work with County agencies to ascertain best path forward for their specific storage needs and recommend sustainable solutions.

### **E. Server Engineer / Administrator**

This work is typically for staff augmentation SMEs supporting the OIT IT Infrastructure division, or other branches of government entities IT organizations. Processing environments include on-premise, hosted, virtual/cloud solutions, and thin-client and legacy client-server architectures.

Sample Job Description: Install, configure, and maintain VMWare hosting environment, Linux, and MS HyperV or other hypervisor; integrates with enterprise infrastructure environment and SaaS, PaaS, and IaaS cloud solutions.

### **F. Telecommunications Support**

The County has an enterprise IP based Avaya telephony system serviced by SIP trunks managed by OIT. Work includes programming requirements, provisioning circuits, integration with data networks and O365 telephony and cloud-based capabilities, UCASS, messaging services and IVR. This work requires tight coordination with the Network Manager/engineers.

#### **1. Telecommunications Analysts**

Sample Job Description: Planning, programming, system analysis, design, development, configuration of telecommunications systems; conducts telecommunications administrative support functions including billing, trouble ticket management, service order planning, and provisioning. Interacts and received direction from OIT Fiscal and IT Asset Management division for administrative activities. Works cohesively with all Telecom and Network team members in coordinating work.

#### **2. Telecommunications Field Engineer**

Sample Job Description: Supports County telecommunications systems and networks including plant infrastructure for government and public safety telecommunications systems. Conducts planning, analysis, design, development, programming, installation, maintenance and troubleshooting of telecommunications systems. Works with communications carriers in fulfillment of circuit and product orders.

### **3. Telecommunication Network Engineer**

Sample Job Description: Provide expertise in implementation, configuration and maintenance of IP and telecom carrier VoIP systems (SIP, dial peers, and VoIP) in the translating business requirements into the appropriate telecommunications solution. Designs and provisions capabilities. Designs supporting cable/wiring infrastructure for construction projects that includes voice, data, video and wireless. Provide in-depth engineering analysis of telecommunications alternatives for general government and public safety agencies in support of strategic modernization efforts and telecommunications enhancement design of telecommunication infrastructures. Develop recommendations and supporting metrics. May participate on regional committees representing Prince Georges County for telephony related interoperability efforts.

## **G. Wireless and WiFi Communications**

### **Wireless Communications System Engineer**

Sample Job Description: Conduct design development, engineering, integration, and architecture of wireless communications and information systems. Conduct design development, engineering, integration, and architecture of wireless communications and RF systems. Formulate and define system scope and objectives. Develop or modify processes to solve complex problems for wireless communications systems and interfaces. Develop and apply advanced engineering and design methods, theories, and research techniques in the investigation and solution of complex and advanced system requirements, hardware/software interfaces and applications and solutions. Conduct studies. Supervise teams. Perform technical project management functions.

### **Wireless Device Analyst**

Sample Job Description: Support the County's wireless device management operations for laptops, tablets, iPads, hotspots, and smartphones. Serve as project manager on large-scale deployments of wireless devices. Work with IT Service Desk and Infrastructure Engineers in integration of devices with county infrastructure environments. Set-up device and service configurations and work with agency staff to establish the schedules and methods for wireless product orders provisioning, fulfillment and deliveries. Implements secure MDM (mobile device management) solutions. Provide technical guidance to both OIT and agency personnel. Use County specified vendor web-portals to provide access to billing, service and support information. Example mobile device management tools: Intune (Microsoft Endpoint Manager).

## **H. Audio Visual/Teleconferencing Systems (A/V)**

This category is to acquire staff support, or for projects by a Firm to implement AV/Teleconferencing systems. Assists in developing enterprise systems, working with OIT on operational expansion or new systems for capital projects. Example titles include:

### **1. AV Engineer/Subject Matter Expert –**

Sample Job Description: Support video teleconferencing systems coordinating with vendors and other IT professionals to design, install, program and implement AV systems. Integrates system with virtual platforms such as Teams, Zoom, WEBX and other. Certifications and/or Experience as applicable with Plannar and Sharp digital displays, Content Media Players, Crestron, Litetouch, Lifesize, AMX and Crestron Control panels, Content Manager, Media Manager software licenses and support.

### **2. Senior AV Technician –**

Sample Job Description: Install and maintain audiovisual system per specifications, schematic, codes safety protocols, administer installation process logistics, troubleshooting and problem-solving systems, maintain

tools and equipment, communication with clients, designers, other trades, installers and County staff to provide the best audiovisual solutions for the County.

Certifications and/or Experience as applicable with the following vendor equipment: Planar and Sharp digital displays, Content Media Players, Crestron, Litetouch, Lifesize, AMX and Crestron Control panels and other AV equipment as needed.

### **3. AMX/Crestron Programmer -**

Sample Job Description: Expertise in programming AMX and/or Crestron Control Systems and touch panels.

### **4. AV Project Lead –**

Sample Job Description: Expertise in CAD Drawing or Design software to document AV system design, installation and integration of new or existing systems. Management skills in Project Management and project tracking in Microsoft Project or similar software is a requirement.

## **3.4.3 IT Business Processes**

### **A. Project Management Support**

Specific requirements for Subject Matter Expertise (SME) in these areas will be specified in the County's TOPR SOW to Firms when needed.

### **B. Business Process Consulting**

Sample Job Description: Evaluate business requirements for business application development, process and change management, new or modified software system enhancements, and/or integration solutions. Conduct and analyze business and information technology processes. Participate in the definition, testing, training, implementation, and support of system requirements; develops test schedules, reviews test plans, and tracks and documents results. Use industry standard analysis techniques such as data flow modeling, case and workflow analysis, functional decomposition analysis, data modeling, security awareness planning, and object modeling.

### **C. Documentation and Technical Writing**

Sample Job Description: Document as-built architecture, configurations, interface and programming logic for solutions; develop training plans and materials, and user documentation that use both generic and job specific examples. Create step-by-step guided instructions and practice examples that hone participants' skill and confidence using the intended application. Conduct technology training sessions; be able to resolve level-one computer glitches that occur in a lab environment security, communication plans as required and directed by designated County staff. Also translates designs and programs to documentation.

### **D. Program management Analysis**

Sample Job description: Conduct a variety of studies, functional and financial analysis and evaluation of systems and initiatives to include operations and procedures. Perform strategic planning. Develop benchmarks and metrics. Conduct research of emerging technologies. Participate in the development and implementation of performance measures, economic analysis such as return on investment and cost benefit analysis, and benchmark studies. Participate with County staff in strategic information technology architecture planning and design. Provide support and coordination of the County's Security Awareness initiatives.

## **E. Project Management Support**

Sample Job Description: Develop requirements from a project's inception to its conclusion in the subject matter area of communications and/or information technology systems. Perform technical analysis and evaluation, preparation of technical specifications, system budgets, project timelines and benchmarks and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts.

## **F. Documentation and Technical Writing**

Sample Job Description: Coordinate and participate in collection, interpretation, writing, and dissemination of technical documentation in support of communications and information systems projects; establish procedures for data acquisition and administration; translate technical information into clear readable documents to be used by technical and non-technical audiences; write and edit procedural manuals for users; create and maintain on-line tutorials and learning materials.

## **G. Auditing and Quality Assurance**

Sample Job Description: Provides quality management for information processing and technology risks. Evaluates controls and makes recommendations. Identifies problems and recommends solutions. Reviews the installation and security related controls for a wide variety of computing platforms, including operating system, sub-systems, databases and software products used to support the processing environment. Prepares and performs audit tests and evaluates results. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of effective root cause analysis and corrective action system and continuous process improvement. Provide documentation of audit tests to facilitate efficient and effective reviews.

## **H. Broadband Engineering and Design Studies**

The county in determining and implementing strategies for improving Broadband availability in the County's geo footprint and for County government use may establish a Broadband Program Management function under the auspices of the Chief Information Officer or delegate, for conducting a comprehensive broadband assessment and feasibility study to provide broadband infrastructure accessibility, resources and market analysis, interact with industry, federal and state broadband programs, make best practice recommendations to improve accessibility to high-speed internet, and determine business models for use of government assets.

At studies should include, however not limited to:

- Survey of businesses and county resident(s) access to high-speed internet.
- Technical schematics, fiber design maps, system-level design configuration and specification documents for current and potential broadband services.
- Conduct an adequacy assessment of current service, with a focus on the quantity and distribution of unserved and underserved residences.
- Provide an inventory of current fiber carriers inventory with options available to improve access to residences.
- Geospatial survey baseline for analyzing the gap between current coverage and desired coverage.
- Identify potential areas for partnership between the County's fiber and potential ISP's.
- Develop sustainable strategies to promote comprehensive broadband access with and a business and deployment plan to provide broadband services.
- Provide service gap analysis with strategic plan for future connectivity.

## **I. IT Instructor-led and e-Learning**

Sample Job Description: Provide and support a comprehensive catalog of IT training courses, led and or developed by certified instructors for technical (engineering, developer and business intelligence), however not limited to: Microsoft, SAP, Adobe, Cisco, NetApp, Oracle, VMWare, PMP, Cyber Security

Certifications, Website development, hosting and network design, Professional development, End-User on premises, on-line, virtual, and multi-media educational facilities. The Firm must offer authorized product manufacture's training course curriculum to provide certificates and or certification upon course completion. The training is to support planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration; professional expertise, including instructional systems design capabilities to improve job performance of employees utilizing the learning/media center.

- Develop technical and non-technical training materials and documentation.
- Assist in the planning and logistics of conferences (including local, remote, tele-conferences, nationwide, and/or global), presentations, and classes.
- Prepare video recordings of presentations, meetings, and course topics.
- Provide and maintain a training environment conducive to effective training. May include facility, multimedia presentation capabilities, and curriculum specific hardware and software.
- Maintain a centralized technical assistance service that supports problem resolution and distributes general multi-media and learning information.
- Provide qualified small to medium enterprises to effectively train technical and non- technical staff.
- Develop curricula and provide reports as requested by the County.

#### **3.4.4 Cyber Security**

##### **A. Cyber-Security Analysis /Engineering**

In this category, OIT may need Cyber/IT security analysts and/or engineers staff augmentation, or turnkey Firms to conduct work, participating in development of operational architectures to implement dynamic defense capabilities, for example:

- hands-on work on County systems at the direction of the County Chief Information Security Officer (CISO) and other officials,
- Implement solutions and integrate with the IT environments,
- Engagements of a Firm who specializes in Cyber/IT Security to perform assessments, make architecture and defense-in-depth strategies, remediation, speaking and conduct seminars, and provide the latest practices research and recommendations,
- Emergency forensics and remediation specialists,
- Virtual security operations center engagements.

Sample Job Description: Implement and administer cyber security tools and systems; develop policies and standards to ensure secure enterprise-wide operations performance and resiliency. Deploy, administer and provide support for security systems to include host endpoint protection systems, networked based intrusion detection and prevention systems, firewalls, vulnerability management and forensics utilities, application layer and other infrastructure. Develop plans to safeguard data against accidental or unauthorized modification, destruction, or disclosure and to meet emergency data processing needs. Conduct analysis to identify, assess, design and implement security features and protective measures. Utilize security product dashboards and reporting to monitor, research, and respond to cyber security related events and incidents such as malicious code detection, intrusion detection, system configuration, and patch management issues. Perform risk assessments, vulnerability analysis, and technical security assessments. Conduct audits, and validate that system specialty and security controls are implemented appropriately according to policy and industry best practices. Must be current with industry developments, standards and trends, malware inspection, firewalls, VPN, application proxies, identity management systems, and intrusion detection network and host-based systems. Sample titles include:

- **Cyber or IT Security Analyst (1, 2, 3, Senior)**
- **Security administrator**
- **IT security engineer**
- **Senior security consultant**
- **Information assurance analyst**
- **Cybersecurity auditor**
- **Information security analyst**

Must understand and have experience and applicable certifications with network architecture, multiple OS platforms, and new technologies from a cyber-security perspective to include:

- SIEM
- PEN testing
- Cloud Security
- Encryption
- Intrusion Detection and Prevention Systems
- VPN technologies
- Hyperconverged infrastructures
- Tools include:
  - a. Qualys Vulnerability Scanner
  - b. Intune-MDM
  - c. Cisco / Palo Alto Next Gen firewalls
  - d. F5 and Netscaler Load Balancing
  - e. CrowdStrike EDR
  - f. Cylance
  - g. Stealthbits Data Loss Prevention
  - h. Microsoft ATP
  - i. Splunk Enterprise
  - j. Forescout Network Access Control
- KnowBe4 (Security Awareness)

**Certification requirements:**

Three (3) or more years of experience and certifications, and/or documented expertise required, such as:

- CompTIA Security +
- CISSP
- CISA
- CISM
- GIAC
- SSCP

**3.5 Custom Software**

In the event an engagement under this contract award is for a Firm to build a custom application for the County, the County shall solely own the resulting intellectual capital, to include custom integration code (APIs) needed to interconnect data exchange with a COTS, source-code, documentation, and configuration files. It is the responsibility of the Firm to ensure they or their assigns do not use any unauthorized or copy righted code owned by another concern.

If the County agrees otherwise that it is in the County’s best interest that a custom product built for the County would become a COTS owned by the Firm, then upon a Master Prime Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Prime Contractor’s dissolution, Master Prime

Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Prime Contractor shall convey to the County all rights, title, and interests in all custom software, licenses, software source codes, and all associated software source code documentation that comprises any solutions proposed as a part of the Master Contract or Task Order Award. These rights include, but are not limited to, the rights to use and cause others to use, on behalf of the County, said software, software documentation, licenses, software source codes, and software source code documentation.

### **3.6 Source Code**

For all custom software provided to the County pursuant to any TO Award, the TO Contractor shall either provide the source code directly to the County in a form acceptable to the County, or, deliver two copies of each software source code and software source code documentation to a designated, County approved escrow agent or OIT as determined. The TO Contractor shall cause the escrow agent to place the software source code in the County's approved escrow agent's vault that is acceptable to the County. Two copies of the source code shall be stored on a file server or other media designated by the County in a format acceptable to the County and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

The TO Contractor shall provide the following:

1. Name, address, and telephone number of the approved third party who acts as escrow agent.
2. Source code escrow procedures.
3. Name, address, telephone number of parties who audit escrow account.
4. Frequency of updates and maintenance of source code at escrow agent; and
5. Description of licensing arrangements and associated costs.

The County shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the TO Award. This audit shall be scheduled at any time that is convenient for the County. The County shall be provided with software or other tools required to view all software source codes.

### **3.7 Data**

Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TO Award is the property of the County. OIT is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on the user agency requirements and appropriate Federal, State and local statutes and regulations.

Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the TO Award or the license.

### **3.8 Required Project Policies, Guidelines and Methodologies**

The Master Prime Contractor shall keep itself informed of and comply with all applicable Federal, State, County and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Master Prime Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution.

Master Prime Contractor's staff and their subcontractors are to follow a consistent methodology for relevant activities (adherence to the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) Guide or similar standard is highly recommended).

For certain TOs, the Master Prime Contractor shall apply a structured methodology to identify, evaluate, and select hardware, software, and services to meet specific requirements, and when warranted, must adjust the methodology, including prototypes and pilots, to mitigate risk. This shall include, but not be limited to providing recommendations and assessments for all systems and technologies in areas, such as the following:

1. IT Hardware, software evaluations and comparisons,
2. IT Hardware, software integration strategies and feasibility,
3. Technology insertion,
4. Technology upgrades,
5. System concept feasibility, and
6. Projected return on investment (ROI).

### **3.9 Request for Resume' (RFR)**

A request for resume may be initiated by the County indicating a work description, the job category(ies), affected specialty area, the number of staff, and the anticipated length of the engagement for the IT professional(s). The assignment is generally on-site but may be remote, as directed by the County.

Proposed staff referred to the County for the specialty area(s) requested must have the business relevant certifications, qualifications, and work experience as outlined in the TOPR or RFR. At the time of referral, the successful Offeror(s) must provide a comprehensive resume using the County's Contractor Resume format (Attachment DD), including work experience for the County's review. The County will only accept proposed staff with relevant experience within a given labor category with relevant education and professional credential(s), and they must show a clear and successful track record at locations of similar size and complexity as that of the County. The County may request the proposed staff be made available for an interview. The selected offeror(s) will be allowed ten (10) business days to present resumes of proposed staff from the time of request by the County. The proposed staff selected by the County must be available to begin work within fifteen (15) business days from the date they are selected by the County. All Contractor's personnel issues will be addressed by the successful Offeror(s) within 24 hours of notification by the County.

The successful Offeror(s) must provide IT staff at Senior and Intermediate levels of competency, unless otherwise specified. The following qualifications and work experience requirements shall apply (see labor categories for sample requirements (Section 3.4):

Senior Level relates to very experienced and highly qualified individuals who is technically proficient and able to work with minimum supervision. Senior Level professionals should have a minimum of five (5) years of relevant work experience and are expected to have appropriate and related certification in the associated field of work, and/or equivalent experience relevant to the position.

Intermediate Level relates to experienced and qualified individuals who is technically proficient and able to work with minimal to moderate supervision. Intermediate Level professionals should have a minimum of three (3) years relevant work experience.

### 3.10 IT Staff Augmentation Logistics

#### Work Hours, Location and Holidays:

OIT shall provide the requirement for Contractors to schedule their assigned staff work hours of on-site and/or off-site personnel in a manner that provides maximum responsiveness to the County's requirements. Normal business operating hours are Monday through Friday; however, IT functions must be operable 24 x 7 and certain areas such as IT Service Desk or Data Center have multiple staggered shifts. Also, in support of projects, infrastructure maintenance and installations or supporting emergency events, contractors may be required to work after normal business hours, weekends, or holidays.

Contractors will provide a time sheet to be authorized by the OIT Program Manager of the specific areas they support. It is expected that the assigned contractor is performing work thus OIT may reject a timesheet if it is evidenced that work was not being performed aligned with the hours. This includes permission for extended hours as required by the OIT Program Manager. The County has the right to conduct on-line monitoring at its sole discretion. All work performed is considered the intellectual property of the County.

The Firm supplying contractor/consultants must provide authorized timesheets for consultants. Consultant **shall not** work simultaneously on work for other customer(s) while on the job for the County. If time is claimed to the County when it is discovered that work was performed for others the contract will be immediately terminated and the Firm may jeopardize future work and may be subject to disbarment.

The primary work location will be in sites in the County. Assigned contractors may be authorized to work remote at the sole discretion of the County's locations based on specific functions and work assignments. Staff augmentation contractors will typically follow the same working condition as OIT employees and as provided by County Executive Orders and operational mandates. Assigned contractors may be authorized to work remote at the discretion of the County and when appropriate for the work to be performed, or in an emergency scenario or if the operating condition is deemed 'virtual'. In this case, County will monitor work and perform periodic, unannounced Cyber Security monitoring at its sole discretion. When remote, Firms acknowledge, and the Firm owns all related risks and will ensure proper safeguards for County owned equipment and data. The County Cyber Security Officer has the sole discretion to confiscate equipment – County's, contractor's, or the Firm's if cyber hacking or stealing is suspected while doing work for the County anywhere.

The County will typically furnish desktop/laptop equipment required to access the County's network, network access and contractor's County e-mail account. Consultant should use their company or personal equipment for access to his/her company access needs. If a contractor performs work or data from their personal or the company's device or e-mail accounts, it may be subject to the Maryland Public Information Act, and any misuse may disqualify the Firm from further assignments and disbarment. Any communications and data done on the County's network or on behalf of the County is the property of the County.

The Firm, Prime Contractors, sub-contractors and their individual staff are required to sign the County's **OIT IT Service Provider Consultant / Contractor Agreement** (Attachment BB) concerning access to and use of information systems, and communications technology at the County. In addition, each Firm, Prime Contractor, sub-contractors' contractor/consultant that is assigned to provide services during the term of the contract, are required to sign and submit applicable form(s) prior to commencing any work under the contract.

Contractors/Consultants are required to follow the County's holiday calendar and inclement weather policies as applicable or directed by the OIT Program Manager. Holiday calendars are published annually or may be obtained from the County.

#### Special and/or Emergency Conditions:

In the event of an emergency which threatens or incapacitates operations, short or long term and may require relocation of selected personnel and functions of any essential County facilities, Firms must be prepared to continue services with alternative resources, workplaces, or virtual work.

Firms' contractors may have to perform work for OIT in responding to emergencies and the County's Continuity of Government (COG) or another County agency's Continuity of Operations Plan (COOP) and as such be assigned to a determined location for that work or support. The Firm, Prime Contractor, sub-contractor's staff should be prepared to provide critical services in accordance with OIT Continuity of Operations Plan (COOP), and the County Continuity of Government Plan.

As part of Offerors response to this solicitation for staffing, Firms must provide a statement of understanding of how they would sustain their services in the face of a pandemic or that for example, 40% of their staff are no longer available related to the services they provide.

### **3.11 Travel Reimbursement**

Routine Travel is defined as travel within a 75-mile radius one-way of the assigned agency base location, as identified in the TOPR/RFR/RFS, or the Master Prime Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Prime Contractor's facility.

Non-routine travel is defined as travel beyond the 75-mile radius one-way beyond the County's borders, as identified in the TOPR/RFR/RFS, or the facility. Non-routine travel will be identified within a Task Order Agreement, if appropriate.

Offerors should build their travel expenses in their cost proposal. The County will not reimburse travel expenses unless a specific TOPR states otherwise.

### **3.12 Staffing Qualifications**

Master Prime Contractors shall only propose staff available at the time and duration of the TOPR/ RFR/RFP performance period. In response to each TOPR/RFR/RFS, Master Prime Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 3.4 for each of the labor categories required under future specific Task Order solicitations. The Master Prime Contractors shall provide the appropriate labor categories their Firm is experienced and certified with, as well as demonstrated expertise for those specified in Section 3.3.

The County requires that the labor categories as described in this RFP (Section 3.4) shall be the governing title. While the County realizes that Firms have their own unique labor category titles, for the ease of managing the contract, the Labor Category titles and descriptions as defined in this section and the attached Labor Cost Proposal Price Schedule (Attachment GG) shall be the controlling title. The County does not intend on adding other categories during the term of the contract, however, reserves the right to add should changes in technology necessitate a change.

Specific areas of required expertise may be further defined in a TOPR, RFR, RFS. The Master Prime Contractors shall certify all candidates meet the required qualifications. At the option of the County, Master Prime Contractor personnel may be approved for performance in multiple skill categories for which they are qualified

Managers, senior, mid-level, and other labor categories may serve as a OIT Program Manager on one or more TO Agreements. OIT Program Manager shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.

The TOPR, RFR, RFS will be defined in the specific project requirements. The TO Proposal shall clearly identify applicable experiences related to projects and technologies being used.

Qualifications will be based on the combination of education, training, experience, and certifications germane in the specific technology discipline(s) presented.

### **3.13 Substitution of Personnel**

Individuals proposed and accepted as personnel for TO Agreements are expected to remain dedicated throughout the TO Agreement commitment. Substitutions will be accepted when the OIT Contracts Services Manager agrees to the presented replacement. All proposed substitutes must have qualifications equal to or greater than that of the person initially proposed and evaluated and accepted in the TO Agreement. The Master Prime Contractor has the burden of illustrating this comparison. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total TO Agreement term unless by the discretion of the County the substitute is adequate.

If one or more of the personnel are unavailable for work under a TO Agreement for a continuous extended period depending on the specific support area, the Master Prime Contractor shall immediately notify OIT Contracts Services Manager and propose to replace personnel with personnel of equal or better qualifications within two (2) business days of notification to the OIT Contract Services Manager.

During the performance period for a TO Agreement, no substitutions are expected except for situations necessitated by an individual's sudden illness, death, or as otherwise approved by the OIT Contracts Services Manager. In any of these events, the Master Prime Contractor shall promptly notify the OIT Contract Services Manager and provide the information required. All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least five (5) business days in advance of the proposed substitution, to the OIT Contracts Services Manager, with the information required. If a Firm demonstrates a routing pattern of substituting staff assigned to essential roles, the Firm may jeopardize receiving task orders in the future. The OIT Contracts Services Manager must agree to the substitution in writing before such substitution shall become effective.

All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by the OIT Contracts Services Manager to decide as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel. The Master Prime Contractor has the burden of illustrating this comparison.

Resumes shall be signed by all substituting individuals and their Prime Master Contractor, and the official resume of the previous employee shall be provided for comparison purposes.

### **3.14 Additional Responsibilities of Contractor**

3.16.1 At its own expense, the Contractor shall:

- a. Obtain all necessary licenses and permits.
- b. Provide competent supervision and address workplace behavior issues of their staff.

- 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 OIT Program Manager prior to work stoppage.

### **3.15 Financial Accounting**

The Master Prime Contractor shall ensure that any financial accounting for fixed and capital assets or asset management performed under any TO, shall comply with Government Accounting Standards Board Statement No. 87 (GASB 87). See applicable accounting principles at: [www.gasb.org/repmoel/index.html](http://www.gasb.org/repmoel/index.html).

### **3.16 Invoicing**

#### 3.16.1 General

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.

All invoicing of payment for the performance of services under the agreement shall be approved prior to payment. Invoices shall be submitted on a monthly basis by the 10<sup>th</sup> day of the month, to [OITFiscal@co.pg.md.us](mailto:OITFiscal@co.pg.md.us) and shall include the following: (1) Offeror's name and remittance address; (2) Offeror's Tax Identification Number; (3) Task Order Number; (4) Purchase Order Number; and (5) Documentation as to the resultant service completed during the time covering the invoice; and (6) for each contract staff person, his/her Name, Title, Job Category, Hourly Rate, Hours Worked with Task Accomplished along with the supporting timesheets. Further, any reports regarding the work being performed or representations of activities in OIT submitted to their Firm shall also be included.

Invoices shall specifically reflect the percentage of work (deliverables and services) completed and shall identify the work to be completed. Submit invoices to OIT Budget Manager by email at [OITFiscal@co.pg.md.us](mailto:OITFiscal@co.pg.md.us) and the appropriate Program Manager as shown on the purchase order and Task Order Agreement.

- 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;
  - Task Order Contract number;
  - Purchase Order number(s);
  - Detailed goods and/or services provided;
  - Documentation as to the resultant goods and/or services completed during the time covering the invoice;
  - Amount due;
  - Name of OIT Program Manager;
  - 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. The Master Prime Contractor shall submit the invoices to the agency identified in the TOPR/RFR/RFS. The County is exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Prime Contractor(s), however, is/are not exempt from such sales and use taxes and may be liable for the same.
- c. Additional invoicing requirements for T&M, Fixed Price, Business Beneficial and Revenue Neutral will be established in each TOPR/RFR/RFS.
- d. Material invoices can only be approved for cost. No additional fees or markups are allowed. All material invoices must be signed and dated by the Master Prime Contractor and the original supplier's invoice shall be submitted and attached along with the applicable monthly invoice.
- e. Documentation is required for resultant services completed during the invoice period to include, however are not limited to: Service Level Agreements; business process documentation and/or technical/specialty specification; and performance measures.
- f. 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.
- g. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Master Prime Contractor provides the required information. The time clock reference prompt payment stops until all discrepancies or missing information is resolved.
- h. 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.
- i. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
- j. 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.

### 3.16.2 Invoice Submission Schedule

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

Invoices are due by within 10 days following the month in which services were performed. Submit invoices to Prince George’s County, Office of Information Technology with attention to “OIT Fiscal” electronically to OITFiscal@co.pg.md.us.

### 3.17 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, unless a waiver is granted by the County. Additional instructions regarding transition services may be provided in the Notice of Transition issued by the County.

### 3.18 Security Requirements

Master Prime Contractors, Sub-contractors, and Consultants shall comply with and adhere to all County and OIT IT Security Policies and Standards where applicable to a TOPR/RFR/RFS. These policies may be revised from time to time and the Master Prime Contractor, Sub-contractors and Consultants shall comply with all such revisions. Updated and revised versions of the County.

Prior to engaging in any work which may impact the County’s network, each individual contractor and/or consultant is required to agree in writing to the terms and conditions of the Prince George’s County, Maryland Office of Information Technology **OIT IT Agreement for Consultant Services) Provider**, (Attachment BB).

#### 3.18.1 Employee Identification and Physical Security:

- A. The Master Prime Contractor shall complete any necessary forms for security access to sign on at the County’s network sites, as directed and coordinated with the TO Manager.
- B. Each person who is an employee or agent of the Master Prime Contractor or subcontractor shall always display his or her company identification badge while on County premises. Upon request of County’s personnel, each such employee or agent shall provide additional photo identification.
- C. At all times at any facility, the Contractor’s personnel shall cooperate with County site requirements that include, but are always not limited to, being prepared to be escorted, providing information for badge issuance, and always wearing the ID badge at all times, in a visible location while on County premises, and Facility Access App, and temperature check processes. Upon request of authorized County personnel, each such employee or agent shall provide additional photo identification.

#### 3.18.2 Security Clearance:

- A. The Contractor shall obtain a Security clearance for each prospective IT Consultant along with a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the County with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the OIT Contracts Services Manager.

- B. The Master Prime Contractor shall obtain a Criminal Justice Information System (CJIS) local, State and Federal criminal background check, including fingerprinting, for everyone performing services under a TO Agreement. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Master Prime Contractor employee providing services on-site at any location covered by the TO Agreement at the expense of the Master Prime Contractor. A CJIS Federal background check is necessary for each employee assigned to work on the TO Agreement and shall be completed prior to a TO Intent to Award notification.
- C. The Master Prime Contractor shall provide certification to the agency that the Master Prime Contractor has completed the required CJIS criminal background checks and that the Master Prime Contractor's employees assigned to this TO Agreement have successfully passed this check. The County reserves the right to refuse any individual employee to work on County premises, based upon certain specified criminal convictions, and/or information as specified by the County.
- D. The CJIS criminal record check of each employee who will work on County premises shall be reviewed by the Master Prime Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Articles:
- (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud); (e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - (e) a crime of violence as defined in CL § 14-101(a).
- E. Further, the County may seek information regarding a contractor from Federal Intel Agencies "Watch Lists" at its discretion and has the right to remove a contractor in that situation.
- F. An employee of the Master Prime Contractor who has been convicted of a felony or a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work pursuant to this Master Contract; an employee of the Master Prime Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work for the County.
- G. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Master Prime Contractor not being permitted to work. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Master Prime Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency.

### 3.18.3 Physical On-Site Security

- A. On-site security requirement(s) required by some County agencies will be identified as in the TO PR/RFR/RFS). For all conditions noted below, the Master Prime Contractor's personnel may be barred from entering or leaving any site until such time that the County conditions and queries are satisfied.
- B. Any person who is an employee or agent of the Master Prime Contractor or subcontractor who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the

purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.

- C. Further, the Master Prime Contractor, its employees and agents and subcontractors' employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that control the facility to which access by the Master Prime Contractor will be necessary. The failure of any of the Master Prime Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is enough grounds for the County to immediately terminate that Contract for default.
- D. Some County sites, especially those premises of Public Safety, Correctional, Judicial services require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Master Prime Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the County staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Master Prime Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, County staff may search Master Prime Contractor's personnel.

#### 3.18.4 Information Technology/Cyber Security Standards:

- 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 approval by the County. The Contractor shall complete any necessary forms/agreements as directed and coordinated with the County to obtain approval by OIT to connect Contractor-owned equipment to a County LAN/WAN.

### **3.19 IT Contract Services Manager**

The IT Contract Services Manager will be performing contract management oversight on the Master Contract. As part of that oversight, OIT has implemented a process for self-reporting contract management activities resulting from the Master Contract Awards. The IT Contract Services Manager (herein "IT CSM") monitors the daily activities of the work assigned to the Firm under the Master Contract and provides guidance to Master Prime Contractors. The IT CSM is the primary administrator for the competitive solicitation process for staff augmentation achieved through Request for Resumes, Request for Solutions, Task Proposal Request for the respective specialty area(s), and management of the monthly expansion windows to add a Manufacturer line of consulting services and solutions. Additional perspective related to performance will be provided by OIT Management and/or customer agencies as needed.

### **3.20 Adding a Manufacturer's Services and Solutions**

Each Master Prime Contractor, awarded in a Specialty Area, may add additional Manufacturer services and solution products, in that Specialty Area, throughout the life of the Master Contract. To add a Manufacturer service and solution products, a Master Prime Contractor must submit a Letter of Authorization from the Manufacturer for each new service or solution being proposed.

Once the Letter of Authorization has been confirmed by the IT CSM, the Manufacturer services, and/or solution product will be added to the Master Contractor's list of services available.

Request to add new services, and/or product solutions, with the required Letters of Authorization, shall be submitted to the IT CSM for consideration by the 10<sup>th</sup> business day of each month. Approved requests will be added to the Master Contractor's matrix by the first business day of the following month.

### **3.21 Contract Management Oversight Activities Report**

OIT Contracts Services Manager will be performing contract management oversight on the Master Contract. As part of that oversight, OIT has implemented a process for self-reporting contract management activities of TO Agreements. TO Contractors shall comply with oversight requirements as specified in a TO PR/RFP/RFS.

### **3.22 Specialized Reports**

Additional reports may be requested in the TO PR/RFP/RFR.

### **3.23 Insurance Requirements**

#### 3.23.1 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 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) 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.

3.23.2 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 \$2,000,000
CYBER & PRIVACY LIABILITY	\$10,000,000
PROFESSIONAL LIABILITY	\$ 10,000,000

**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.**

**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
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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.

### 3.23.3 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 coverages 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: Barbara Manley, Contractual Services Officer – Proposal No.: WS299717236**

## **SECTION 4 – PROPOSAL SUBMITTALS AND EVALUATION**

### **4.1 Technical Offer and Evaluation**

Offeror must submit the following three (3) separate file attachments as one submission.

1. Technical IT Qualification Proposal - Volume I
2. Technical IT Consulting Services Specialty Area(s) Proposal with Resume(s) – Volume II per Specialty Area
3. Labor Cost Proposal Price Schedule - Volume III

### **4.2 Technical Proposal Format Overview**

#### **4.2.1 Required Signatures:**

The Technical Response shall be signed by, if submitted by:

- An individual: documents shall be signed by the individual
- A partnership: documents shall be signed by such member or members of the partnership as having authority to bind the partnership
- A corporation: documents shall be signed by the President or Vice President and attested by the corporate secretary or an assistant corporate secretary. If not signed by the President or Vice President, 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.

#### **4.2.3 Proposal Format:**

Latest MS Word or Portal File Document (PDF) should be in Times New Roman, Number 12-point font, double spaced with one-inch margins to include the electronic stamped Transmittal Letter in PDF format.

#### **4.2.1 Technical Proposals Format Outline:**

Each technical proposal shall have the following sections:

#### **VOLUME I**

1. Title Page
2. Transmittal Letter
  - a. The Transmittal Letter prepared on the Offeror's business stationery shall accompany the Technical Response; therefore, it should be brief, but shall list all the items contained within the response. The letter must be signed by an individual authorized to bind the Offeror's Firm to all statement contained in the Technical Response.
3. Table of Contents
4. Executive Summary
5. Statement of Qualifications and Certifications
6. Supplier Participation Plan Parts 1 and 2 Only
7. Exceptions or Restrictions
8. References

9. Audited Annual Financial Report
10. Legal Action Summary
11. Affidavits, Addendums, Certifications and Affirmations

## **VOLUME II**

Include a section for each applicable Specialty Area being proposed in the following order:

1. Applications Development Proposal
2. Infrastructure
3. IT Business Processes
4. IT/Cyber Security

## **VOLUME III**

Labor Cost Proposal Price Schedule Per Proposed Specialty Area

### **4.3 Technical Proposal Requirements – Volume I**

Each technical proposal shall have the following sections and shall conform to the following order and format.

1. Title Page: The Title Page should display the words “RFP No. WS299717236, Information Technology Professional Consulting Technical Services. It should also have the name of the company, and name, title, physical business address, mailing address if different, email address, and telephone number of the person authorized to obligate the company.
2. Transmittal Letter: 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 transmittal letter shall list the official legal name, the County’s assigned vendor SAP & Ariba number and Federal Employer Identification Number of the Firm submitting the bid. It shall be also included in the name and contact information of a person authorized to make commitments on behalf of the entity and requirements, as stated in this RFP.
3. Table of Contents: The proposal shall contain a “TABLE OF CONTENTS” that delineates all of the sections, subsections and page numbers in each volume submission. It should also bear the name and address of the Firm, a list of their subcontractor’s name, company physical address, email address, phone number, RFP number, and date prepared. Information claimed to be confidential shall be placed after the Title page and before the Table of Contents.
4. Executive Summary: The Offeror shall condense and highlight the contents of the technical proposals in a separate section title “Executive Summary”.
5. Statement of Qualifications: The Offeror must demonstrate core business knowledge, skills, certification, hands on experience and abilities in providing services for each proposal Specialty Area bid submission.

Specifically, the Statement of Qualifications, and Certifications shall include the following:

1. Number of years the Firm and its direct employees have provided this respective service scoped for each Specialty Area in the proposal submission. A minimum of five years is required.

2. **For new emerging technologies, demonstrate the number of years hands-on direct experience, and/or certifications for new technologies.**
3. Relevancy Statement Form (Attachment CC)
4. Organization Structure Chart
5. A minimum of three (3) relevant experiences from existing or past clients within the last five (5) years to whom the Firm has directly provided this service for each Specialty Area(s) and/or new emerging technologies, being proposed in the proposal submission.
6. Statement of Fiscal Integrity (Attachment CC) for the last five (5) full years.
7. Documentation that addresses the Offeror's financial solvency should include, but not limited to the following:
  - a. Current balance sheet
  - b. Annual gross sales
  - c. Certified financial statement
  - d. Dunn and Bradstreet rating
  - e. Line of credit
  - f. Successful financial track record
  - g. Evidence of adequate working capital; and
  - h. Firms history. Has growth been organic, through mergers, acquisitions, or both?
6. Proposal Responses: The Offeror shall present its proposal responses for each specialty area in the order as outlined in this RFP Section 1.1.1 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 and the Firm's order fulfillment process.
7. Supplier Participation Plan: Include completed and signed Supplier Utilization Plan (Attachment E Parts 1 and 2 only) as part of the Technical Proposal and a copy of all current Prince George's County Certification Letters and/or other certifications as applicable.
8. Exceptions or Restrictions: Should the Offeror take exceptions to any provision or requirement of this RFP, it must be indicated in this section. Exception to the terms and conditions may result in having the bid deemed unacceptable or classified as not reasonable susceptible of being selected for award.
9. References: Signed references from the clients being referenced in the bid submission requirement outline. Complete Attachment Q and CC denoting a list of accomplishment and projects/solutions the Firm has successfully completed in the last four (4) years other than Prince George's County. The list shall include contact names, physical address, phone numbers, email address and their relationship and services to the clients being referenced.
10. Audited Annual Financial Report: The Offeror shall include Financial Statements, specifically, and abbreviated Profit and Loss (P&L) and an abbreviated balance Sheet for the last four (4) years, independently audited preferred. Evidence shall be provided demonstrating the Offerors has the financial capacity to provide all proposed services.
11. Legal Action Summary:
  - ii. List any outstanding legal actions or potential claims against the Offeror or its subcontractors.
  - iii. Any settled or closed legal actions or claims against the Offeror or its subcontractors over the past five (5) years.

- iv. Any judgements against the Offeror within the past five (5) years, including the case name, case number, court and final ruling or determination from the Court.
- v. The Judge and court location in instances where litigation is ongoing, and if the Offeror or its subcontractor has been directed by the court not to disclose information.

12. **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.

All pages of each proposal Volume(s) shall be consecutively numbered from beginning (Page 1) to end (Page “x”). Failure to comply with any requirements of this procurement may disqualify an Offeror’s Technical Response.

Include a Glossary of Abbreviations and Acronyms used in each volume submission with definitions.

Offeror agrees to comply with each section, subsection and addendum(s) of this RFP. Failure to comply will result in the rejection of the Bid.

The County reserves the right to waive a requirement and/or minor irregularities. Proposals will not be opened publicly. The County reserves the right to deny any exceptions to the terms and conditions which may result in having the bid deemed unacceptable or classified as not reasonably susceptible of being selected for award.

#### 4.4 Technical Consulting Services Specialty Area Proposal – Volume II

Offerors are required to submit an IT Consulting Services Specialty Area(s) Proposal with Resume(s) for each respective Specialty Area, even if proposing multiple areas. Each area will be evaluated as a separate and independent proposal.

Delineate if your Firm’s core business interest and qualifications is to provide one or more of the following for each proposed type of work provisioning opportunity area, and the technology expert disciplines proposed:

- A. IT Tasks / Solution Delivery
- B. IT Staff Augmentation Services
- C. Managed Services
- D. Management and/or General Consulting
- E. IT Management

The scope of each Technical IT Consulting Specialty Area proposal shall encompass the following:

**A. IT Tasks / Solution Delivery Proposal:**

- a. Name of core business successful projects performed for the last five (5) years, for **each specialty area proposed**, to include the following supporting documentation:
  - i. Purpose of project and business documentation
  - ii. Project Plan and delivery methodology
  - iii. Best Practice, and/or Feasibility Study Process
  - iv. Test Plan for deliverables
  - v. References for Successful Project (Attachment Q)
  - vi. Copy of professional certificates, and/or licenses

**B. IT Staffing Augmentation:**

- a. Information is required which will show the specific qualifications, education, credentials, training, and recent relevant experience of proposed staff consistent with the requirements of a given labor category. The technical areas, character, and extent of participation by any subcontractor or consultant activity must be indicated. While the County recognizes that

Firms may not retain the same employees through the term of the resultant contract, resumes of the Firm's current direct employee available to perform the services that would meet the requirements of this RFP is required.

- b. All proposed substitutes must have qualifications at least equal to that of the person initially proposed by the Firm, then interviewed, evaluated, and accepted by the County. The County may request replacement(s) for under/nonperforming resources.
  - c. Labor Categories with resume for each specialty area denoting Offeror's direct employee or direct employee of sub-contractor using Resume Fillable Form provided in Attachment DD.
  - d. Installation and Training Services provided for each specialty area proposed.
  - e. Sourcing Fulfillment Process
  - f. Other additional information pertaining to the Offeror's services offered for each specialty area proposed.
- C. Managed Services** – (Firm operational services) (e.g. Service Desk)
- a. Operational ITIL Methodology
  - b. Service Level Agreement and MOU samples
  - c. Policy and Procedures
  - d. Delivery metrics
  - e. IT Infrastructure
  - f. Best Practice adoption
  - g. Tools and Techniques
  - h. Copy of professional certificates, and/or licenses
- D. Management and/or General Consulting**
- a. Methodology
  - b. Best Practice and/or Feasibility Study Process
  - c. Relevant Requirement Documents
  - d. Resumes for each position as proposed in Volume III Labor Cost Proposal Price Schedule using Resume fillable Form provided in Attachment DD
- E. IT Management:**
- a. Sample experience relevant documentation
  - b. References for demonstrating past performance for this service (Attachment Q)
  - c. Copy of professional certificates, and/or licenses
  - d. Sourcing Fulfillment Process
  - e. Resumes for each position proposed in Volume III Labor Cost using Resume Fillable Form provided in Attachment DD

#### **4.5 Technical IT Consultant Staffing Augmentation Labor Cost Proposal Price Schedule-Volume III**

The Labor Cost Proposal Price Schedule shall encompass the following:

**A. Labor Rates**

1. The Offeror shall complete the Labor Cost Price Schedule Sheets (Attachment G) to reflect the Offeror's loaded hourly ceiling rates for every Labor Category associated with each Specialty Area proposed.
2. Offerors should include escalation on option years to be applied as Fixed Price during each year of the contract using the application Specialty Area Cost/Price Tables.
3. All information relating to cost or pricing data must be included in this volume. Under no circumstances shall cost or pricing data be included elsewhere in the Offeror's proposal.

- B. Offerors shall ensure that there are matching Resumes in Volume II for each position a labor rate is being submitted. Each Resume shall be presented using the Resume Fillable Form provided in Attachment DD.

**4.6 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.

**5. 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:

<b>Business Type</b>	<b>Where the prime Offeror is a certified firm, the following percentage points will be added to the total evaluated score:</b>
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 (c), below.
- c. County resident-owned business preference. In addition to the preferences awarded in accordance with Subsection (b), 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 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 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.

- 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. A business may opt to not receive a business preference under this Section.
- f. For the purposes of this RFP, 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SOLICITATION ATTACHMENTS**

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

**ATTACHMENT B – 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 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 Offeror’s Proposal or the 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 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 – Labor Cost Proposal Price Schedule Instructions.** The Offeror must comply with **Labor Cost Proposal Instructions**.

**ATTACHMENT H – Labor Cost Proposal Price Schedule.** 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 Proposal only where applicable.

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

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

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

**ATTACHMENT U– Notice Under the Americans with Disabilities Act**

**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 – General Conditions and Instructions to Offerors**

**ATTACHMENT Z – General Terms and Conditions**

**ATTACHMENT AA – Actual Agreement**

**ATTACHMENT BB – Prince George’s County OIT IT Service Provider Consultant / Contractor Agreement**

**ATTACHMENT CC – Relevance Statement Form**

**ATTACHMENT DD- Resume Format Outline**

**ATTACHMENT EE- Prince George’s County COVID-19 Requirements**

**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 bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George’s County.

**NOTE:** Submission of completed document is prerequisite to award.

**PART “A” – OWNERSHIP**

Date: \_\_\_\_\_

1. Full name and address of business: \_\_\_\_\_

\_\_\_\_\_

City and State	Zip Code	Bus. Phone w/area code
----------------	----------	------------------------

2. Is the business incorporated? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_

**Non-Corporate Business**

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

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

**Corporate Business Entities**

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

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

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

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

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

**ATTACHMENT B – OFFEROR STATEMENT OF OWNERSHIP (continued)**

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

Name

Residence Address

This Financial Disclosure Statement has been prepared by \_\_\_\_\_

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signed by Preparer

**PART “B” - OFFEROR’S QUALIFICATION STATEMENT**

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

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

\_\_\_\_\_  
(Signature)

**ACKNOWLEDGMENT (Corporate)**

I, \_\_\_\_\_ certify that I am the  
Name (Printed)

\_\_\_\_\_ of \_\_\_\_\_ and  
Title and Office Business Entity

that \_\_\_\_\_ who signed the above Affidavit.  
Name (Printed)

**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 on behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information, and belief.

\_\_\_\_\_ (SEAL)  
(Name Printed)

\_\_\_\_\_ (SEAL)  
(Signature)

\_\_\_\_\_ (SEAL)  
Corporate Seal (as applicable)

**SUBMIT THIS FORM WITH PROPOSAL**

**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, Bidders are required to submit a Supplier Utilization Form to identify the contractors they intend to have perform services under the awarded contract. In the event the subcontractor(s) needs to be substituted, the Prime Contractor must submit a Request for Modification of Supplier Utilization Plan to the Compliance Unit Manager. 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 20% 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 40% 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
	NC B	CBB	CBS B	MBE	CBMB E	CL B		

Total Percentage of CBSB Participation: \_\_\_\_\_ Total Percentage of MBE Participation: \_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL (TECHNICAL RESPONSE)**

**ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)**

**PART 2**

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

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

TOTAL NCB %:  
TOTAL CBB %:  
TOTAL CBSB %:  
TOTAL DBE %:

TOTAL MBE %:  
TOTAL CMBE %:  
TOTAL CLB %:

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**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBMIT THIS FORM WITH COST PROPOSAL AT TOPR LEVEL**

**ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)**

**PART 4 (A)**

**INSTRUCTIONS:**

**COMPLETE AND SUBMIT THIS SECTION FOR THE OFFEROR.**

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

**SUBMIT THIS FORM WITH COST PROPOSAL AT TOPR LEVEL**

**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 COST PROPOSAL AT TOPR LEVEL**

**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):

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**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 (COST PROPOSAL)**

## **ATTACHMENT G – LABOR COST PROPOSAL PRICE SCHEDULE INSTRUCTIONS**

In order to assist Offeror(s) in the preparation of their Offer and to comply with the requirements of this solicitation, Labor Cost Proposal Price Schedule Instructions and a Labor Cost Proposal Price Schedule form have been prepared. Offeror(s) shall submit their Labor Cost Proposal Price Schedule in accordance with the instructions on the Labor Cost Proposal Price Schedule Form or Cost Proposal Form as specified herein. Do not alter the Labor Cost Proposal Price Schedule Form or the Labor Cost Proposal Price Schedule Form may be rejected. The Labor Cost Proposal Price Schedule 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 Labor Cost Proposal Price Schedule Form.

The Labor Cost Proposal Price Schedule Form is used to calculate the Offeror(s) TOTAL PRICE per labor category. Follow these instructions carefully when completing your Labor Cost Proposal Price Schedule 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 Labor Cost Proposal Price Schedule 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 Labor Cost Proposal Price Schedule Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Labor Cost Proposal Price Schedule Form, nothing shall be entered on or attached to the Labor Cost Proposal Price Schedule Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Labor Cost Proposal Price Schedule Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Labor Cost Proposal Price Schedule 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 Bid/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 Labor Cost Proposal Price Schedule 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 Labor Cost Proposal Price Schedule Form are typically estimates for bidding purposes only. The County does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the County.

**ATTACHMENT H – LABOR COST PROPOSAL PRICE SCHEDULE**

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:

	<b>LABOR CATEGORY</b>	<b>FUNCTIONAL AREA</b>	<b>HOURLY RATE</b>	<b>MONTHLY HOURLY RATE</b>	<b>QUARTERLY HOURLY RATE</b>	<b>SIX (6) MONTH HOURLY RATE</b>	<b>ESCALATION PERCENTAGE</b>
1	<b>Application Developer (Intermediate)</b>	Application Development					
2	<b>Application Developer (Senior)</b>	Application Development					
3	<b>Application Software Engineer (Intermediate)</b>	Application Development					
4	<b>Applications Software Engineer (Senior)</b>	Application Development					
5	<b>Middleware Engineer (Intermediate)</b>	Application Development					
6	<b>Middleware Engineer (Senior)</b>	Application Development					
7	<b>SAP Functional Specialist FILO / SRM</b>	Application Development					
8	<b>SAP Functional Specialist HCR</b>	Application Development					
9	<b>SAP BW / BI</b>	Application Development					
10	<b>SAP ABAB Programmer</b>	Application Development					
11	<b>SAP Portal Developer</b>	Application Development					
12	<b>SAP BASIS Administrator</b>	Application Development					
13	<b>SAP Security Specialist GRC</b>	Application Development					
14	<b>SAP HANA</b>	Application Development					
15	<b>Ariba Specialist (Intermediate)</b>	Application Development					
16	<b>Ariba Specialist (Senior)</b>	Application Development					
17	<b>Workday Analyst (Intermediate)</b>	Application Development					
18	<b>Workday Analyst (Senior)</b>	Application Development					

19	<b>NeoGov Analyst (Intermediate)</b>	Application Development					
20	<b>NeoGov Analyst (Senior)</b>	Application Development					
21	<b>Web Architects (Intermediate)</b>	Application Development					
22	<b>Web Architects (Senior)</b>	Application Development					
23	<b>Electronic Records Management Specialist (Intermediate)</b>	Application Development					
24	<b>Electronic Records Management Specialist (Senior)</b>	Application Development					
25	<b>Data/Business Intelligence / Analytics Analysts (Intermediate)</b>	Application Development					
26	<b>Data/Business Intelligence / Analytics Analysts (Senior)</b>	Application Development					
27	<b>Data Scientist</b>	Application Development					
28	<b>Data Analyst Power BI</b>	Application Development					
29	<b>Data Analyst BW/BI (Crystal)</b>	Application Development					
30	<b>Statical Programmer / SAS</b>	Application Development					
31	<b>Data Analyst OpenGov</b>	Application Development					
32	<b>Data Analyst Salesforce / Tableau</b>	Application Development					
33	<b>Data Analyst Socrata</b>	Application Development					
34	<b>Data Architect</b>	Application Development					
35	<b>SQL Database Administrator</b>	Application Development					
36	<b>SQL Database Developer</b>	Application Development					
37	<b>Oracle Database Administrator</b>	Application Development					
38	<b>Oracle Database Developer</b>	Application Development					
39	<b>DynamoDB (Intermediate)</b>	Application Development					

40	<b>DynamoDB (Senior)</b>	Application Development					
41	<b>Spatial Data / Database Administrator</b>	Application Development					
42	<b>GIS Spatial Analyst (Intermediate)</b>	Application Development					
43	<b>GIS Spatial Analyst (Senior)</b>	Application Development					
44	<b>GIS Programmer (Senior)</b>	Application Development					
45	<b>GIS Analyst/Remote Sensing / Photography</b>	Application Development					
46	<b>Remote Sensing / Photography GIS Analyst</b>	Application Development					
47	<b>GPS Geodetic Data Administrator (Intermediate)</b>	Application Development					
48	<b>GPS Geodetic Data Administrator (Senior)</b>	Application Development					
49	<b>Network Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
50	<b>Network Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
51	<b>Network Architect (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
52	<b>Network Architect (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
53	<b>Systems Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
54	<b>Systems Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
55	<b>Systems Administrator (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
56	<b>Systems Administrator (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
57	<b>System Programmer / IT Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
58	<b>System Programmer / IT Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					

59	<b>System Programmers/ Computer System Specialist (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
60	<b>System Programmer / Computer System Specialist (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
61	<b>IT Service Desk Manager</b>	Technology, Infrastructure, Data Center and monitoring					
62	<b>IT Service Desk Technician (Tier 1)</b>	Technology, Infrastructure, Data Center and monitoring					
63	<b>IT Service Desk Technician / Analyst (Tier 2)</b>	Technology, Infrastructure, Data Center and monitoring					
64	<b>IT Service Desk Engineer (Tier 3)</b>	Technology, Infrastructure, Data Center and monitoring					
65	<b>Data Storage Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
66	<b>Data Storage Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
67	<b>Server Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
68	<b>Server Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
69	<b>Server Administrator (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
70	<b>Server Administrator (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
71	<b>Telecommunication Analysts (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
72	<b>Telecommunication Analysts (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
73	<b>Telecommunications Field Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
74	<b>Telecommunication Field Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
75	<b>Telecommunication Network Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
76	<b>Telecommunication Network Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					

77	<b>Wireless Communication System Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
78	<b>Wireless Communication System Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
79	<b>Wireless Device Analyst</b>	Technology, Infrastructure, Data Center and monitoring					
80	<b>AV Engineer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
81	<b>AV Engineer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
82	<b>AV Technician</b>	Technology, Infrastructure, Data Center and monitoring					
83	<b>AMX/Crestron Programmer (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
84	<b>AMX/Crestron Programmer (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
85	<b>AV Project Lead (Intermediate)</b>	Technology, Infrastructure, Data Center and monitoring					
86	<b>AV Project Lead (Senior)</b>	Technology, Infrastructure, Data Center and monitoring					
87	<b>Business Process Consultant</b>	IT Business Processes					
88	<b>Business Analysts</b>	IT Business Processes					
89	<b>Technical Writer (Intermediate)</b>	IT Business Processes					
90	<b>Technical Writer (Senior)</b>	IT Business Processes					
91	<b>Program Manager 1</b>	IT Business Processes					
92	<b>Program Manager 2</b>	IT Business Processes					
93	<b>Project Manager 1</b>	IT Business Processes					
94	<b>Project Manager 2</b>	IT Business Processes					
95	<b>Audit / Quality Assurance (Intermediate)</b>	IT Business Processes					

96	<b>Audit / Quality Assurance (Senior)</b>	IT Business Processes					
97	<b>Broadband Engineer (Intermediate)</b>	IT Business Processes					
98	<b>Broadband Engineer (Senior)</b>	IT Business Processes					
99	<b>Broadband Program Manager</b>	IT Business Processes					
100	<b>IT Instructor Trainers 1</b>	IT Business Processes					
101	<b>IT Instructor Trainers 2</b>	IT Business Processes					
102	<b>Cyber / IT Security Analyst 1</b>	IT Cyber Security					
103	<b>Cyber / IT Security Analyst 2</b>	IT Cyber Security					
104	<b>Cyber / IT Security Analyst 3</b>	IT Cyber Security					
105	<b>Cyber / IT Security Analyst (Senior)</b>	IT Cyber Security					
106	<b>Security Administrator</b>	IT Cyber Security					
107	<b>IT Security Engineer</b>	IT Cyber Security					
108	<b>Senior Security Consultant</b>	IT Cyber Security					
109	<b>Information Assurance Analyst</b>	IT Cyber Security					
110	<b>Cybersecurity Auditor</b>	IT Cyber Security					
111	<b>Information Security Analyst</b>	IT Cyber Security					

LABOR COST PROPOSAL PRICE SCHEDULE submitted By: \_\_\_\_\_  
Full Name / Title

LABOR COST PROPOSAL PRICE SCHEDULE Prepared For: \_\_\_\_\_  
Name of Firm

DATE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL (LABOR COST PROPOSAL PRICE SCHEDULE)**

**ATTACHMENT H – LABOR PRICE PROPOSAL PRICE SCHEDULE – (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 J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS

### Wage Requirements for Service Contracts

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

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

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

liquidated damages amount includes the amount of any unpaid wages with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other

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

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

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

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

Prince George’s County Code Section 10A-144

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Wage Rate Effective July 1, 2021 through July 1, 2022 \$15.00 Per Hour Wage Rate Effective July 1, 2022 through July 1, 2023 \$15.60 Per Hour
--

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as a 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 non-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 L – MID-ATLANTIC PURCHASING TEAM RIDER**

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

**EXTENSION TO OTHER JURISDICTIONS**

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

**Notification and Reporting**

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

**Contract Agreement**

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

**Mid-Atlantic Purchasing Team:**

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

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

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

## ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT

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

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

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

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

---

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

---

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

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SUBMIT THIS FORM WITH 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**

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

**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

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

**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

<b>Cumulative County resident hires</b>	<b>Cumulative work hours by County residents</b>

**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

<b>Current Project employee hires</b>	<b>Current work hours by project employees</b>

**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

<b>Cumulative Project Employees</b>	<b>Cumulative New Hires</b>	<b>Cumulative employee hours worked on the Project</b>



**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 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 PROPOSAL**

**ATTACHMENT Q – PROFESSIONAL REFERENCES**

Indicate referenced work directly related to RFP requirements for work directly performed by the Firm seeking qualification. Bidder must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those in the applicable functional area provided within the last five (5) years.

Name of Prime Contractor: \_\_\_\_\_

Company's Name: \_\_\_\_\_

Company's Address: \_\_\_\_\_

Response to Specialty Area (s): \_\_\_\_\_

Reference Name / Jurisdiction: \_\_\_\_\_

Reference Service Description: \_\_\_\_\_

Reference Physical Address: \_\_\_\_\_

Reference Corporate Address: \_\_\_\_\_

Operational Contact Name: \_\_\_\_\_

Operational Contact Phone Number: \_\_\_\_\_

Operational Contact Email Address: \_\_\_\_\_

Reference Company Project Manager Name and Title: \_\_\_\_\_

Reference Company Project Manager Phone Number: \_\_\_\_\_

Reference Company Project Manager Email Address: \_\_\_\_\_

Technical Manager Name and Title: \_\_\_\_\_

Technical Manager Phone Number: \_\_\_\_\_

Technical Manager Email Address: \_\_\_\_\_

Date(s) of Engagement From: \_\_\_\_\_ to \_\_\_\_\_

Reason for Leaving / Separation: \_\_\_\_\_

**\*\* The Offeror may continue this sheet as necessary to add additional pertinent information. \*\***

**SUBMIT THIS FORM WITH 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 Bid. 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 (CO<sub>2</sub>e) 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 (CO<sub>2</sub> 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 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>**

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

**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.

<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
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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 Invitation for Bid submits this request for approval to modify the approved Supplier Utilization Plan dated \_\_\_\_\_, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Prime Contractor Name: \_\_\_\_\_

Authorized Person’s Name: \_\_\_\_\_

Authorized Person’s Title: \_\_\_\_\_

Total Value of CBSB Participation Proposed in Bid: \_\_\_\_\_ Total Value of MBE Participation Proposed in Bid: \_\_\_\_\_

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

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



County Contract No.: \_\_\_\_\_  
 Contract Name: \_\_\_\_\_  
 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 subcontractor will be added to the plan   
 The subcontractor will be removed from the plan

Is the subcontractor SDDD certified or a Non-County based business (NCB)?  
 Please check all that apply: CBSB  CBB  CLB  MBE  NCB

Justification for adding or removing subcontractor:  
 \_\_\_\_\_

**PRIME CONTRACTOR**

Vendor Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
Signature  
 Name: \_\_\_\_\_  
Print Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Email: \_\_\_\_\_

**SUBCONTRACTOR**

Vendor Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
Signature  
 Name: \_\_\_\_\_  
Print Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_  
 Email: \_\_\_\_\_



**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** 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:\$ _____				

## ATTACHMENT Y – General Conditions and Instructions to Offeror(s)

### GENERAL CONDITIONS AND INSTRUCTIONS TO OFFEROR(S)

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation for bid, purchase order or other award issued by the County Purchasing Agent unless otherwise specified. Offeror(s) or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the 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, bids on all advertisements and invitations issued by the Office of Central Services will bind Offeror(s) to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

### CONDITIONS OF PROPOSING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The offeror shall retain one copy for his files and submit one copy signed and sealed.
2. **Late Proposals:** 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 closing date for receipt of proposals. 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 proposals.
3. **Withdrawal or Modification of Proposals:** A written request for the withdrawal of a proposal, or modification of a proposal, may be granted if the request and the envelope containing the request is identified with the Proposal number, title, closing date for receipt of proposals, and is received in the Contract Administration and Procurement Division office prior to the closing time and date for receipt of proposals.
4. **Mailing of Proposals:** Proposals must be submitted in 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 acceptance.
6. **Proposals Binding 180 Days:** Unless otherwise specified all proposals submitted shall be binding for 180 calendar days following proposal closing date, unless the offeror (s), upon request of the Purchasing Agent, agrees to an extension.
7. **Errors in Price Proposals:** 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 offeror. Erasures or changes in bids must be initialed.
8. **Multiple Proposals:** No 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. Offeror(s) must determine for themselves which to offer. IF SAID 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.
9. **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.

10. **Catalogs:** Each 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 offeror proposes to furnish.

11. **Competency of Offeror(s):** The County reserves the right to reject any 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 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.

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

## **PROPOSAL DEPOSIT**

13. **Performance 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.

14. **Annual Performance Bonds:** 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 offeror, of no less than \$2,000. If at any time, the requirements of a specific bid invitation exceed 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.

15. **Performance Bond:** The successful offeror(s) on this proposal must furnish a performance bond as indicated on the proposal 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 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.

16. **Samples:** The samples submitted by 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. Offeror(s) whose samples are retained may remove them after delivery is accepted. Samples on which 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 offeror within 30 days after the award has been made. 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 offeror. All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the offeror, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the offeror to clearly identify samples as indicated may be considered sufficient reason for rejection of bid/proposal.

## SPECIFICATIONS

17. **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 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 offeror. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective offeror articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each 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 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.

18. **Formal Specifications:** The 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 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 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

19. **Award:** 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 offeror who has previously failed to perform properly or complete on time contracts of a similar nature or a bid/proposal of a 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 offeror to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the offeror.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the offeror with laws and ordinances relating to previous contracts with the County and to the offeror's employment practices.
- e. The sufficiency of the financial resources and ability of the 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 offeror to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the offeror is in arrears to the County, in debt on contract or is a defaulter on surety to the County or whether the 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 offeror's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the offeror's liability.

20. **Collusive Bidding:** The 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **Notice of Acceptance:** A written award mailed (or otherwise furnished) to the successful 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.

28. **Protests:** Any 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

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

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

36. **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.

37. **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.

38. **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.

39. **Provision for Other Agencies:** Unless otherwise stipulated by the offeror, the 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. .

40. **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.

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

## **DELIVERY PROVISIONS**

42. **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.

43. **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.

44. **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.

45. **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

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

46. **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.

47. **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 – Actual Agreement**

**MASTER AGREEMENT**  
**Information Technology Professional Consulting Technical Services**

**This Agreement** (“Agreement”) is entered into as of the date of the last signature below (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “County”), on behalf of the Office of Information Technology (the “Department”) and **XXXXXXXXXXXX** (the “Contractor”), having a principal place of business located at **XXXXXXXXXXXX**.

**RECITALS**

**WHEREAS**, the County issued Request for Proposals No. WS299717236 for Information Technology Professional Consulting Technical Services, as amended by Addendum(s) Number 1 dated \_\_\_\_\_, *[any additional addendums will be inserted here with dates]* (collectively, the “RFP”); and

**WHEREAS**, Contractor submitted a response to the RFP (“Contractor’s Response to RFP”) to provide services described in one or more of the Functional Areas set forth in the RFP; and

**WHEREAS**, the County has decided to award a Master Agreement to Contractor for **Functional Area 1, Functional Area 2, Functional Area 3 and Functional Area 4**.

**NOW THEREFORE**, in consideration of their mutual promises and agreements as herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed between the Contractor and the County as follows:

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

- a) This Agreement;
- b) The RFP;
- c) The applicable Task Order Proposal Request (“TOPR”) issued by the County;
- d) The applicable Task Order awarded to Contractor under this Agreement;
- e) Contractor’s response to the applicable TOPR issued by the County; and
- f) Contractor’s Response to RFP.

Both parties are bound to and will abide by all terms and conditions of the Contract 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 1.

2) **SCOPE OF WORK:** The Contractor shall perform the Scope and Requirements set forth in the RFP in compliance with all federal, state, local regulations and standards and as more particularly described in the Contract Documents, including, without limitation, Section 3 of the RFP. Unless expressly accepted by the County herein, no exceptions to the contents of the RFP set forth in Contractor’s Response to RFP shall be binding upon the County and any such exceptions not herein accepted shall be of no legal effect.

3) **Contract Liaison:** For each Task Order awarded to Contractor, Contractor shall provide the name and contact information of the individual that will serve as Contractor’s primary contact (the “Contract Liaison”). The Contract Liaison shall be responsible for monitoring the official email account provided to the County under Section 20 of this Agreement.

4) **Program Manager:** The Director of the Office of Information Technology or designee, either one hereinafter referred to as the “Program Manager,” is the County representative in charge of all activities associated with this Agreement. The Contractor shall not recommend or pursue actions on behalf of the County or the Department without the express prior written approval of the Program Manager.

5) **TERM:** This Agreement shall be effective as of the Effective Date and shall continue in effect for an initial term of five (5) years. The term of this Agreement may be extended by mutual agreement of the parties for three (3) additional one-year (1) year optional periods.

6) **COMPENSATION:**

- a) In consideration of the satisfactory performance of the work set forth in this Agreement and any Task Order, the County shall pay the Contractor in accordance with the not-to-exceed rates and terms of the applicable Task Order. Task Orders for services to be provided on a time and materials basis shall include a not-to-exceed amount for payments. The County shall have no obligation to compensate Contractor for work performed without the prior written approval of the Program Manager and/or in excess of the not-to-exceed amount of any Task Order. Compensation for Task Order services to be provided on a fixed price basis shall be limited to the price specified in the Contractor's TOPR response, regardless of the actual cost to the Contractor.
  - b) Invoices must be provided in the format and on the schedule identified in the applicable Task Order and/or TOPR. Each invoice must include: (1) invoice number and date; (2) Contractor's name and remittance address; (3) the Contractor's federal tax identification number; (4) the TOPR number; (5) Documentation as to the resultant service completed during the time covering the invoice; and (6) the applicable Purchase Order number. Payments to the Contractor pursuant to this Agreement shall be made no later than thirty (30) days after the County's receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited. Task Orders and/or TOPRs may specify periodic payments based on deliverables or stages of completion. A Task Order and/or TOPR may specify that a portion of the payments due will be withheld until completion of the project milestones. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the County's acceptance of all deliverables required under the Task Order and/or TOPR and receipt from the Contractor of a release in a form prescribed by the County for any claims arising out of or related to the Task Order and/or TOPR.
  - c) In addition to any other available remedies if, in the opinion of the County, the Contractor fails to perform in a satisfactory and timely manner, the County may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the County pursuant to this Agreement.
- 7) **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the County, their agents, officials, and employees, from and against any and all liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or that otherwise 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 this 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 duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum. The County has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this 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. The indemnification provisions set forth herein shall survive the expiration or termination of this Agreement.
- 8) **INSURANCE REQUIREMENTS:** The Contractor shall provide Prince George's County, Maryland with evidence of its Contractor's commercial insurance coverages as set forth in Section in the RFP.
- 9) **TOPR:** A TOPR may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. TOPRs and Purchase Orders shall not limit the County's rights as provided by law, in this Agreement, or in the RFP.
- 10) **RIGHTS TO RECORDS**
- a) The Contractor agrees that all software, documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Agreement shall be the sole property of the County and shall be available to the County at any time. The County shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Agreement.
  - b) The Contractor agrees that at all times during the term of this Agreement and thereafter, the works created and services performed under this Agreement shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Agreement are not works for hire for the County, the Contractor hereby relinquishes, transfers, and assigns to the County all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Agreement, and shall cooperate reasonably with the County in effectuating and registering any necessary assignments.
  - c) The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all products and/or services delivered under this Agreement.

- d) The Contractor shall not affix any restrictive markings upon any product or equipment and if such markings are affixed, the County shall have the right at any time to modify, remove, obliterate, or ignore such restrictive markings.
- e) Upon termination of this Agreement, the Contractor, at its own expense, shall deliver any equipment or other property provided by the County to the place designated by the Program Manager.
- 11) **CONFIDENTIALITY:** Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 12) **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 or this Agreement by the Contractor or its agents or employees.
- 13) **LOSS OF DATA:** In the event of loss of any County data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Program Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.
- 14) **EMPLOYMENT OF COUNTY PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of this Agreement, any professional or technical personnel in the employ of Prince George's County.
- 15) **DISPUTES:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 16) **GOVERNING LAW:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts thereof) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- 17) **NON-DISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 18) **CONTINGENT FEE PROHIBITION** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

19) **Non-Appropriation.** In the event that sufficient funds are not appropriated for the payment of the goods or services under this Agreement, the County may terminate this Agreement at the end of the last fiscal year or earlier date for which an appropriation is available and the County will not be obligated to make payments beyond the last date for which an appropriation is available. The County agrees to deliver written notice to the [Contractor/Consultant/Vendor] of such termination no later than ten days after the County has knowledge that an appropriation will not be available. The failure to give the notice will not extend this Agreement beyond such fiscal year or affect the termination of this Agreement pursuant to this Section. Upon termination of this Agreement for non-appropriation, the County will pay for all goods and services provided under this Agreement up to the date of termination. However, [Contractor/Consultant/Vendor] shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination. Upon the payment of such proceeds to the [Contractor/Consultant/Vendor], all obligations of the County under this Agreement requiring the expenditure of money will cease.

20) **NOTICES:** All formal 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:

If to the County: Purchasing Agent  
Office of Central Services  
1400 McCormick Drive  
Suite 336  
Largo, Maryland 20774

With copies to: [Redacted]  
(Preferred Address) or

Program Manager  
Office of Information Technology  
9201 Basil Court, Suite 250  
Largo, MD 20774

And copies to: County Attorney  
Prince George's County Office of Law  
1301 McCormick Drive, Suite 4100  
Largo, Maryland 20774

If to the Contractor: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

21) **RISK OF LOSS; TRANSFER OF TITLE:** Risk of loss for conforming software, supplies, equipment and materials specified as deliverables to the County hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are accepted by the County, as evidenced by a written statement of acceptance from the County to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. Title of all such deliverables passes to the County upon acceptance by the County, subject to the County's payment for the same in accordance with the terms of this Agreement.

**NON-VISUAL ACCESSIBILITY WARRANTY:** The Contractor warrants that the information technology offered under Contractor's Response to RFP and any TOPR response submitted by Contractor: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Agreement, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

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

23) **ASSIGNMENT OF AGREEMENT:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in this Agreement, or its power to execute any of the Contract 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.

**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.

- 24) **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.
- 25) **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.
- 26) **RECITALS:** The Recitals are expressly incorporated herein by reference.
- 27) **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.
- 28) **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 Contract 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 Contract 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.
- 29) **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.
- 30) **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.
- 31) **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.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed as of the date Effective Date.

WITNESS

**[CONTRACTOR]**

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**PRINCE GEORGE'S COUNTY, MARYLAND**

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT BB – IT Services Provider Consultant/Contractor Agreement**



**Prince George's County OFFICE OF INFORMATION TECHNOLOGY (OIT)  
IT Services Provider CONSULTANT/CONTRACTOR AGREEMENT  
CONCERNING ACCESS TO AND USE OF INFORMATION and COMMUNICATIONS TECHNOLOGY AT PRINCE GEORGE'S COUNTY, MARYLAND**

I / this Firm \_\_\_\_\_ engaged as a consultant/contractor services provider for Prince George's County Government herein referred to as 'County' with access to county technology and communications systems, recognize my/our firm's legal and ethical obligation to conduct work on any County information technology or communications system using computer infrastructure hardware, devices, software (programming languages, operating systems, databases, third party applications software (COTS) and Web based or 'cloud' applications), system utilities, security solutions, monitoring systems, and, data, or, voice communications software and electronics, Internet capabilities, etc. and county data/content herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT and Cyber Security Policies, firm's contract and IT/cyber security best practices and other governing guidelines. My/our purpose in using computer-based technology is to perform work for the County which includes accessing County systems and data through the County's networks and the Internet, and therefore we are subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of the County and governing laws. As a condition for and in consideration of being given access to computer systems, data, the network, Internet access, and computer center(s), IT galleries, server rooms, network core facilities, third party hosting centers and 'clouds' where County services, data or computerized industrial automation systems and assets are provided or supported, I/we affirm that:

I/our Firm possess the professional credentials that I or my firm has represented in being hired to perform my/our duty and assignments, and that I/our firm's representatives have successfully passed a certifiable criminal background check. We understand that other checks, attestations, or certifications may be required at the County's discretion for the purposes of protecting its technology enterprise.

I/our Firm will not use County technology systems or our firm's systems to access any information and data available or acquired from the technology systems for any reason except for purposes directly related to our firm's job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I/we will not use County technology systems to disclose any information/data available or acquired from Prince George's County systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by OIT and contract(s). I/we understand that any work I/we perform for the County that develops systems, logic, or data is the property of Prince George's County, Maryland and I/we cannot take or send such products or data without express permission of appropriate County authority. I/we will exercise due diligence in providing policy and oversight of our firm's contractors and sub-contractors. I/we understand that a user agency may ask me/ my firm to sign a separate agreement relating to the privacy and security of the information that a user agency administers, such as for HIPAA, PCI, PII, and/or other Data Privacy Cyber Security law.

I/ our Firm will use vendor provided software and/or utilities only in accordance with that vendor/manufacturer license, and such provisions as may have been agreed to between such vendor and the County. I/we will not deliberately violate any copyright laws or agreements stated or implied in my/our use of the software. I/we recognize that to do so makes me/my company liable for any applicable penalties and may constitute forfeit of my/our firm's the contract and immediate dismissal from the County's engagement.

I/our Firm further understands that the deliberate misuse of the County's technology, data, and/or software which results in the change, damage or destruction or causing malware/ransomware of County systems, programs, and/or data is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I/we understand that our firm may be liable to include immediate release from the engagement for breach of the County IT Security Policy, Administrative Orders, Executive Orders, Federal, State and local laws and possible prosecution for the actions of my/this Contractors in the destruction of County property, misuse or theft of classified (sensitive) data, and possible prosecution for the behaviors and actions or negligence of my/this firms' actions in the destruction of County property, misuse or theft of classified (sensitive) data. I/we further understand and recognize that there are criminal penalties for deliberate unauthorized access and/or misuse of government data and information.

I/we have completely read and fully understand the terms of this agreement and accept these terms.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Firm's Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Authorized Representative (please print)

I am acknowledging receipt of this agreement on behalf of Prince George's County, Maryland.

\_\_\_\_\_  
Prince George's County Cyber Security Director

\_\_\_\_\_  
Date

**ATTACHMENT CC – Relevance Statement Form**

**RELEVANCY STATEMENT**

Per Technical IT Qualifications outlined in the RFP, Offeror must complete this Attachment as part of their Technical IT Qualification Proposal Response.

Provide the information requested below. Submit information specific to the characteristics listed below for each Specialty Area(s) being proposed.

Company Name: \_\_\_\_\_

Specialty Area: \_\_\_\_\_

Full Name and Title of Person Completing Relevance Statement:

\_\_\_\_\_

Full Name

Title

<b>Requested Information</b>	<b>Response</b>
<b>COMPANY PROFILE AND REFERENCE</b>	
Statement of Core Business Profile:	
Number of years providing core business knowledge and experience in the proposed Specialty Area:	
Number of direct employees:	
<u>Organizational Structure</u> . Has there been a recent change in organizational structure (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company	
<u>Company History</u> : Discuss your company's history. Has growth been organic, through mergers and acquisitions, or both?	
<u>Debarment</u> : Has the bidder ever been debarred, suspended, or disqualified from bidding or contracting with any governmental, public entity? If yes, provide the date, the entity, and details regarding this matter.	
<u>Litigation</u> : Provide details of all past and pending litigation or government action filed or claims that could affect Respondent's performance under a resulting Master Agreement. Provide the date of initial filing, case name and court number and jurisdiction.	
<u>Default</u> : Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, details about the termination or default.	
<u>Annual Sales</u> : State your gross annual sales for the last 5 years. If receiving a contract under this RFP will increase your revenue by more than 25% from last year's sales? Explain how the company will scale-up to manage this increase.	

<p><u>Financial Statements.</u> Provide audited financial statements to the County and should meet a minimum of Dun and Bradstreet (D&amp;B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent’s D&amp;B Number and composite credit rating. The County reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&amp;B Number and score for the parent company that will be financially responsible for performance of the Agreement. Prime contractors working on financial statement that demonstrate financial stability, and adequate working capital, but do not need to meet 3A2 credit rating requirements.</p>	<p>Vendor must upload file name – Vendor Name Financial Statements</p>
<p><b>ABILITY TO PROVIDE IT SERVICES AND SOLUTIONS TO THE COUNTY</b></p>	
<p><u>Strategic Relationships:</u> Describe partnership and strategic relationship you think will bring significant value to the resulting Master Agreement.</p>	
<p><u>Onboarding:</u> Describe your order fulfillment process to qualify and onboarding staff, and partners with experience and expertise to represent the product and services under this Specialty Area.</p>	
<p><u>Training:</u> Demonstrate ability to provide follow-up refresher training on a continuous, semi-annual basis for direct staff, and partners to ensure they understand the terms and conditions of the Master Agreement, services awarded. Detail how this information shall be provided to the County on a continual basis.</p>	
<p><u>Proposed Partner List:</u> Provide your proposed list of partners and executed letters of agreement for services that will be available to the County under this award.</p>	
<p><u>Escalation:</u> Describe your escalation procedures.</p>	
<p><u>End User Training:</u> Describe your offered training program to end users.</p>	
<p><u>Maintenance Program:</u> Describe your offered maintenance program(s).</p>	
<p><b>REFERENCES AND DEMONSTRATED CORE BUSINESS EXPERIENCE</b></p>	
<p><b>1<sup>st</sup> Reference and Demonstrated Functional Area Experience</b></p>	
<p>Company Name:  Company Physical Address:  Company Corporate Address:  Contact Name:  Contact Title:  Contact role at time of project:  Contact phone number:  Contact email:</p>	
<ol style="list-style-type: none"> <li>1. Project name and description of the scope of project.</li> <li>2. What role did your company hold under this project? Were you the Prime or Subcontractor?</li> </ol>	

3. How is this project experience relevant to this RFP Functional Area?	
1. Dollar value of award. 2. Dollar value received from the award.	
Start and end date (mm/yyyy – mm-yyyy)	
Status (completed, live, other-specify phase)	
Result obtained which can be verified.	
<b>2<sup>nd</sup> Reference and Demonstrated Functional Area Experience</b>	
Company Name: Company Physical Address: Company Corporate Address: Contact Name: Contact Title: Contact role at time of project: Contact phone number: Contact email:	
1. Project Name and description of the scope of project. 2. What role did you company hold under this project? Were you the Prime or Subcontractor? 3. How is this project experience relevant to this RFP Functional Area?	
1. Dollar value of award. 2. Dollar value received from the award.	
Start and end date (mm/yyyy – mm-yyyy)	
Status (completed, live, other-specify phase)	
Result obtained which can be verified.	
<b>3<sup>rd</sup> Reference and Demonstrated Functional Area Experience</b>	
Company Name: Company Physical Address: Company Corporate Address: Contact Name: Contact Title: Contact role at time of project: Contact phone number: Contact email:	
1. Project name and description of the scope of project. 2. What role did your company hold under this project? Were you the Prime or Subcontractor? 3. How is this project experience relevant to this RFP Functional Area?	
1. Dollar value of award. 2. Dollar value received from the award.	
Start and end date (mm/yyyy – mm-yyyy)	
Status (completed, live, other-specify phase)	
Result obtained which can be verified.	





This attachment includes the following documents:

- Prince George's County Government Executive Order No. 22 – 2021 (dated October 4, 2021)
- COVID-19 Vaccination and Testing Requirements (Memorandum from Jonathan R. Butler, Director, Central Services, to Vendors/Contractors)
- Certification of Vaccination/Testing for Prince George's County Vendors/Contractors



Angela D. Alsobrooks  
County Executive

# PRINCE GEORGE'S COUNTY GOVERNMENT

## OFFICE OF THE COUNTY EXECUTIVE

### EXECUTIVE ORDER No. 22 - 2021 October 4, 2021 (Supersedes Executive Order No. 19-2021)

### AMENDED COVID-19 VACCINATION AND TESTING REQUIREMENTS FOR COUNTY EMPLOYEES, VOLUNTEERS, AND CONTRACTORS

**WHEREAS**, Section 14-111 of the Public Safety Article of the Annotated Code of Maryland provides for the declaration of a Local State of Emergency; and

**WHEREAS**, Subtitle 6 of the Prince George's County Code provides for the declaration of a Local State of Emergency by the County Executive and provides authority to issue rules and regulations as deemed necessary to control the situation; and

**WHEREAS**, the outbreak of the highly infectious and contagious 2019 Novel Coronavirus (SARS-CoV-2), its variants, and the respiratory disease that it causes – Coronavirus Disease 2019 (COVID-19) – has been experienced by both Prince George's County ("the County") and across the world; and

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a global pandemic; and

**WHEREAS**, the President of the United States proclaimed that the COVID-19 pandemic in the United States constituted a national emergency beginning March 1, 2020 and a continuation of that declaration was issued on February 24, 2021; and

**WHEREAS**, the County previously issued the following emergency declarations: Executive Order Number 6-2020 dated March 16, 2020; Executive Order Number 7-2020 dated April 13, 2020; CR-31-2020 adopted May 11, 2020; Executive Order Number 8-2020 dated May 14, 2020; Executive Order Number 10-2020 dated May 28, 2020; CR-51-2020 adopted June 9, 2020; Executive Order Number 13-2020 dated June 12, 2020; Executive Order Number 15-2020 dated June 25, 2020 and CR-64-2020 adopted July 7, 2020; Executive Order Number 20-2020 dated September 3, 2020; CR-90-101 adopted September 15, 2020 ; CR-101-2020 adopted October 13, 2020; CR-125-2020 adopted November 17, 2020; and Executive Order 27-2020 dated December 15, 2020; CR-02-2021 adopted January 12, 2021; Executive Order 3-2021 dated January 26, 2021; CR-13-2021 adopted February 16, 2021; Executive Order 8-2021 adopted March 11, 2021; CR-33-2021 adopted March 30, 2021; CR-48-2021 adopted May 11, 2021; Executive Order 11-2021 adopted May 14, 2021; Executive Order 14-2021 dated May 26, 2021; Executive Order 17-2021 adopted June 28, 2021 (which amended Executive Order 14-2021); CR-77-2021 adopted July 6, 2021; Executive Order 18-2021 dated August 5, 2021; CR-80-2021 adopted September 10, 2021; and Executive Order 21-2021 dated September 30, 2021; and

**WHEREAS**, the County has been and continues to be severely impacted by the COVID-19 pandemic; and

**WHEREAS**, as of September 30, 2021, the number of confirmed COVID-19 positive cases in the County is 96,892, with approximately 9,636 hospitalizations and approximately 1,629 deaths; and

**WHEREAS**, as of September 22, 2021, the County's infection rate is 0.95, which places the County in the medium-risk range for COVID-19 transmission; and

**WHEREAS**, as of September 30, 2021, the County's positivity rate is 3.8%, which falls within the medium-risk category for COVID-19 transmission; and

**WHEREAS**, as of September 30, 2021, the average daily case rate is 14.6 per 100,000 residents, which is in the high-risk range for disease transmission; and

**WHEREAS**, as of September 30, 2021, the County's available hospital capacity is currently at approximately 48%; and

**WHEREAS**, COVID-19 continues to pose an imminent threat to the health, safety, and welfare of County residents; and

**WHEREAS**, as of the date of this Order, the U.S. Centers for Disease Control (CDC) has indicated that all jurisdictions within the State of Maryland are areas of "substantial" or "high" community transmission, and that the County, along with 22 other jurisdictions, is an area of "high" community transmission; and

**WHEREAS**, Executive Order No. 18-2021, issued on August 5, 2021, requires all persons over the age of five to wear a face covering indoors as a mitigation measure in all public places; and

**WHEREAS**, on September 30, 2021, Executive Order No. 21-2021 expanded the face covering requirement to all persons over the age of two; and

**WHEREAS**, the United States Food and Drug Administration ("FDA") has approved one effective vaccine and has granted emergency use authorization to two other effective vaccines; and

**WHEREAS**, public health authorities have advised that vaccination substantially decreases the likelihood that a person will die or be hospitalized from COVID-19, and also substantially decreases the likelihood that an individual will transmit the virus; and

**WHEREAS**, vaccinations are now widely and readily accessible and available throughout the County, State, and country, including distribution through the County's Health Department; and

**WHEREAS**, variants of COVID-19 have developed and the risk of new variants increases as the disease is spread from person to person; and

**WHEREAS**, available data shows that the predominant variant in the County is the highly transmissible Delta variant (also known as B.1.617.2), which continues to spread and affect a wider portion of the population and to create an increased risk of cases, hospitalizations, and death, particularly among unvaccinated individuals; and

**WHEREAS**, persons working within and on behalf of the County Government interact with other individuals, including members of the general public, on a daily basis, and it is in the interest of the County government to take all available measures to protect the health and safety of both persons within the County Government and those persons that they serve; and

**WHEREAS**, as of September 30, 2021, the majority of County employees, contractors, and volunteers are working in-person and on-site in County buildings and facilities and/or in the community in some capacity, although at varying frequencies; and

**WHEREAS**, the County government also has an interest in ensuring the continued safe and orderly operation of its agencies and the delivery of services to the community; and

**WHEREAS**, on August 18, 2021, Executive Order No. 19-2021 imposed certain reporting and testing requirements on County employees, volunteers and contractors; and

**WHEREAS**, there is a need to amend certain aspects of those reporting and testing requirements.

**NOW, THEREFORE**, on this 4th day of October 2021, I, Angela D. Alsobrooks, County Executive for Prince George's County, Maryland, finding that it is necessary and reasonable to save lives and to protect the public safety and welfare of all Prince Georgians during this pandemic by controlling and preventing the further spread of COVID-19, hereby issue the following Order, which amends Executive Order No. 19-2021.

**IT IS HEREBY ORDERED**, that:

**I. DEFINITIONS:**

A. **"Contractor"** means:

1. an individual who provides goods or services to, or performs services for or on behalf of, the County at County facilities or worksites, or who provides transit or para-transit services on behalf of the County government, or
2. a company whose employees, agents, or subcontractors provide goods or perform services at County facilities or worksites, or whose employees, agents, or subcontractors provides transit or para-transit services on behalf of the County government.

B. **"COVID-19 diagnostic test"** means a diagnostic test authorized by the FDA to detect whether a person has a SARS-CoV-2 infection. For the purposes of this Order, this definition does not include antibody testing.

C. **"Employee"** means:

1. a person employed by the County, regardless of whether the person is a part of the classified service, the exempt service, or serves a limited-term grant funded employee, or
2. a person employed by the State of Maryland who works within a County agency.

D. **"Vaccinated"** means a person has completed a series of a COVID-19 vaccine that has been authorized for emergency use or fully authorized for use by the FDA, including, but not limited to:

1. a single-dose vaccine, or
2. all doses in a multi-dose series.

E. **"Volunteer"** means any person who performs work for the County without the expectation, promise, or receipt of wages for their work. For the purposes of this Order,

the term Volunteer includes interns.

## II. COUNTY EMPLOYEES AND VOLUNTEERS:

- A. Every Employee or Volunteer who is vaccinated must produce written evidence of vaccination.
- B. Every Employee or Volunteer who does not produce the evidence required in Section II.A. will be presumed to have not been vaccinated and must, on a weekly basis, provide written evidence that the person has, within the preceding 7 calendar days, undergone a COVID-19 diagnostic test that produced a negative result.
- C. The requirement to produce weekly COVID-19 diagnostic test results shall continue until such a time as the Employee or Volunteer produces evidence of having been vaccinated.
- D. Employees who do not comply with the requirements of this Order shall be subject to disciplinary action up to, and including, dismissal.
- E. The Office of Human Resources shall promulgate and communicate detailed policies and procedures to implement the provisions of this Section, including, but not limited to:
  - 1. the effective date of the testing requirement imposed by Section II.B.,
  - 2. the procedures by which an Employee may request an accommodation on the basis of a bona fide medical or religious reason, and
  - 3. any discipline that will be implemented as a result of this Order.

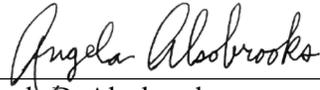
## III. CONTRACTORS:

- A. Every Contractor must produce written evidence that they:
  - 1. are vaccinated, or
  - 2. have, within the preceding 7 calendar days, undergone a COVID-19 diagnostic test that produced a negative result.In the case of a company, this requirement applies to each individual who falls within the definition of I.A.2.
- B. The Office of Central Services shall promulgate and communicate detailed policies and procedures to implement the provisions of this Section, including the effective date of the requirement imposed by Section III.A.
- C. Failure to comply with the provisions of this Section will subject a Contractor to all available contractual remedies at the County's disposal, including, but not limited to, removal from, or denial of entry to, worksites and contract termination.

- ## IV. QUASI-GOVERNMENT AGENCIES, INDEPENDENT AGENCIES, AND MEMBERS OF BOARDS AND COMMISSIONS:
- Quasi-government and independent agencies within the County are strongly encouraged to adopt the requirements of this Order for persons employed or contracted by those agencies who do not fall within the definition

of Employee, Contractor, or Volunteer in Section I. Additionally, members of boards and commissions appointed by the County Executive are strongly encouraged to obtain COVID-19 vaccinations.

- V. This Order supersedes Executive Order No. 19-2021.
- VI. This Order shall be effective upon its issuance and shall remain in effect until it is modified, rescinded, or superseded.
- VII. If any provision of this Order, or its application to any person, entity, or circumstance, is held invalid by any court of competent jurisdiction, all other provisions or applications of the Order shall remain in effect to the extent possible without the invalid provision or application. To achieve this purpose, the provisions of this Order are severable.



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Angela D. Alsobrooks  
County Executive



Angela D. Alsobrooks  
*County Executive*

Jonathan R. Butler  
Director

# PRINCE GEORGE'S COUNTY GOVERNMENT

## Office of Central Services

Michael W. Brown  
Deputy Director

Glenn Moorehead  
Deputy Director

As a result, effective November 1, 2021, all Prince George's County vendors and contractors (who meet the definition above) must provide proof of evidence of vaccination for COVID-19 or be required to provide a negative, weekly COVID-19 test result. This weekly employee testing for those contractors meeting one of the two definitions listed above AND who did not provide proof of evidence of vaccination by November 1, 2021, we will require you to complete and submit the attached Certification of Vaccination/Testing Attestation Form once a week. This form shall be emailed to [PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us) every Friday by 5:00pm.

This guidance will be reassessed over time as conditions warrant and CDC guidelines are updated. Additionally, all County contractors must comply with the EO implementing the COVID-19 Vaccination and Testing Requirement; as well as all applicable laws, orders and codes of the federal, state and local governments as stated in their agreements. Failure to comply with the provisions of Section III - Contractors within Executive Order 22-2021 will subject a Contractor to all available contractual remedies at the County's disposal, including, but not limited to, removal from, or denial of entry to, worksites and contract termination.

Thank you for your cooperation with keeping everyone as safe as possible. If you have any questions or concerns regarding any of this information, please submit your questions to [PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us) and we will direct them to a County representative to respond.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jonathan R. Butler', written in a cursive style.

Jonathan R. Butler  
Director  
Office of Central Services

## Initial Certification of Vaccination for Prince George's County Vendors/Contractors

Prince George's County, Maryland is committed to persons working within and on behalf of the County Government who interact with other individuals, including members of the general public, on a daily basis, and it is in the interest of the County government to take all available measures to protect the health and safety of both persons within the County Government and those persons that they serve. This Administration's paramount concern is the health and safety of all County employees, contractors, volunteers or any individual interacting with the workforce.

### INSTRUCTIONS

1. Please check the box below that coincides with you and your employees' vaccination status. For the purposes of this Certification, each item should be completed for employees who meet the definition of "Contractor" in Prince George's County Executive Order 22-2021 (or any Executive Order that supersedes it).
  
2. Initial Certification and Weekly Certifications should be returned to:  
[PrGeoCoVendorAttestation@co.pg.md.us](mailto:PrGeoCoVendorAttestation@co.pg.md.us).
  - Initial Certification is due by November 1, 2021
  - Weekly Certification are due by 5:00 p.m. Eastern Time each Friday.

\_\_\_\_\_ (#) Employees are vaccinated. (Has received a single-dose COVID-19 vaccine or completed the final dose of a multi-dose COVID-19 vaccine .)  
**NO Weekly Testing Required.**

\_\_\_\_\_ (#) Employees are partially vaccinated. (Has received initial dose(s) of multi-dose vaccine and appointment for final dose is scheduled).  
**Weekly Testing Required** - The employees of my firm that are partially vaccinated will be subject to weekly testing, at the contractor's expense. I or a representative of my firm will fill out and submit the required Weekly Certification.

\_\_\_\_\_ (#) Employees who have not received any vaccination or has declined to provide information on vaccination status. (Has not received any doses of a COVID-19 vaccine).  
**Weekly Testing Required** - The employees of my firm who have not received any doses of a COVID-19 vaccine will be subject to weekly testing, at the contractor's expense. Employees who have not provided a response will be presumed to have not received a vaccination. I or a representative of my firm will fill out and submit the required Weekly Certification.

*Vendors/Contractors who choose not to complete the form will be assumed to have employees who are not fully vaccinated for purposes of application of the safety protocols. If your employees are not vaccinated due to medical or religious reasons, please check either "Employees who have not been vaccinated" or "Employees who have declined to respond." Note that if an employee has already received one dose of a vaccine, but is not yet fully vaccinated, or if an employee received his/her final dose less than two weeks ago, that employee will be treated as not fully vaccinated until they are at least two weeks past their final dose and the Contractor resubmits its vaccination information.*

**I attest that the information provided in this form is accurate and true to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*I understand that a knowing and willful false statement on this form may result in potential termination of a County contract. Checking "Employees who have declined to respond" does not constitute a false statement.*

## **Initial Certification of Vaccination for Prince George's County Vendors/Contractors**

### **Privacy Act Statement**

**Authority:** The County is authorized to collect the information requested on this form pursuant to Prince George's County Executive Order 22-2021.

**Purpose:** This information is being collected and maintained to promote the health and safety of the County workforce and the County buildings consistent with the following authorities: Prince George's County's Health Officer and Health Department; and guidance from Centers for Disease Control and Prevention.

**Routine Uses:** While the information requested on this form is intended to be used primarily for internal purposes, in certain circumstances it may be necessary to disclose this information externally, for example to disclose information to: a Federal, State, or local agency to the extent necessary to comply with laws governing reporting of communicable disease or other laws concerning health and safety in the work environment; to adjudicative bodies, arbitrators, and hearing examiners to the extent necessary to carry out their authorized duties regarding County employment; to contractors, grantees, or volunteers as necessary to perform their duties for the County Government; to other agencies, courts, and persons as necessary and relevant in the course of litigation, and as necessary and in accordance with requirements for law enforcement; or to a person authorized to act on your behalf.

**Consequence of Failure to Provide Information:** If you fail to provide this information, you will be treated as not fully vaccinated for purposes of implementing safety measures, including with respect to weekly testing, mask wearing, physical distancing, testing, travel and quarantine distancing. Failure to comply with weekly testing, mask wearing, physical distancing, testing, travel and quarantine distancing may result in termination of your County contract.

## Weekly Certification of Vaccination and Testing for Prince George's County Vendors/Contractors

### Contractor/Vendor Information

Company Name:	
Address:	
Contact Name:	
Position:	
Phone Number:	
Email Address:	

**For every box checked on the Certification of Vaccination for Prince George's County Vendors/Contractors, please provide the following employee information by category:**

1. My firm has \_\_\_\_\_ employees in total that meet the definition of "Contractor" in Prince George's County Executive Order 22-2021. Of these employees:
  - a. \_\_\_\_\_ (#) are vaccinated and no further action is required.
  - b. \_\_\_\_\_ (#) are partially vaccinated and are subject to weekly testing not at the County's expense.
  - c. \_\_\_\_\_ (#) have not been vaccinated or have declined to provide a response and are subject to weekly testing not at the County's expense.
  
2. I understand that at any time during the term of my County contract the County may request evidence of the testing results for my employees that meet the criteria set forth in subsections b, c, and d above, which evidence shall be submitted upon request. All such evidence will have redactions of all information that permits the identity of my employee(s) to be reasonably inferred by either direct or indirect means.

**I ATTEST THAT THE INFORMATION PROVIDED IN THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT A KNOWING AND WILLFUL FALSE STATEMENT ON THIS FORM CAN RESULT IN POTENTIAL TERMINATION OF A COUNTY CONTRACT. INDICATING THE NUMBER OF EMPLOYEES WHO HAVE DECLINED TO RESPOND DOES NOT CONSTITUTE A FALSE STATEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date