



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

Legal Services for Alternative Construction Financing (ACF) Projects

ISSUED BY: Purchasing & Supply Services
Attention: Donna Parks

RFP NUMBER: PUR-001-23

RELEASE DATE: July 12, 2022

**PRE-PROPOSAL
MEETING:** July 19, 2022

PROPOSAL DUE DATE: August 10, 2022 @ 2:00 p.m.

DIRECT INQUIRIES TO: Donna Parks: Donna.Parks@pgcps.org
Diane Forde: Diane.Forde@pgcps.org

The bid documents may be obtained by:

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

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

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

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

TABLE OF CONTENTS

PART I: SCOPE OF WORK.....	3
1.0 INTRODUCTION.....	3
2.0 BACKGROUND.....	3
3.0 SCOPE OF SERVICES.....	3
4.0 NON-EXCLUSIVE.....	3
PART II: GENERAL TERMS AND CONDITION.....	4
1.0 STATEMENT OF CONFIDENTIALITY.....	4
2.0 TERM OF AGREEMENT.....	5
3.0 PRE-PROPOSAL MEETING.....	5
4.0 QUESTIONS AND INQUIRIES.....	5
5.0 POINT OF CONTACT/TECHNICAL CONTACT.....	6
6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION.....	6
7.0 CONTRACT TYPE.....	6
8.0 PAYMENT TERMS.....	6
9.0 RFP REVISIONS.....	6
10.0 SUBMISSION DEADLINE.....	7
11.0 PROPOSAL OPENING.....	7
12.0 DURATION OF OFFER.....	7
13.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM.....	7
14.0 E- COMMERCE.....	8
15.0 INSURANCE.....	9
16.0 LIQUIDATED DAMAGES.....	7
17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS	8
18.0 LEGAL COMPLIANCE	8
19.0 BONDING	10
20.0 TERMS AND CONDITIONS.....	120
21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING	13
22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII).....	11
PART III: PROPOSAL FORMAT.....	13
1.0 GENERAL FORMAT – THREE (TWO if MBE Waiver) - PART SUBMISSION	13
2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT	14
3.0 VOLUME II: FINANCIAL PROPOSAL	16
4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)	16
PART IV: SCOPE OF WORK	17
PART V: EVALUATION AND SELECTION PROCEDURE.....	21
1.0 EVALUATION COMMITTEE	24
2.0 EVALUATION PROCESS	24
3.0 EVALUATION CRITERIA	242
PART VI: APPENDICES	
APPENDIX A - SPECIAL TERMS & CONDITIONS FOR RFP'S	
APPENDIX B - ADDENDA ACKNOWLEDGEMENT	
APPENDIX C - REFERENCES	
APPENDIX D - NON-COLLUSION CERTIFICATE	
APPENDIX E - DEBARMENT AFFIDAVIT	
APPENDIX F - ANTI-BRIBERY AFFIDAVIT	
APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE	
APPENDIX H - FINANCIAL PROPOSAL FORM	
APPENDIX I - LETTER OF INTENT TO APPLY	
APPENDIX J - MBE FORM	

PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals from a qualified Law Firm to serve as Prince George's County Public Schools (PGCPS) Public-Private Partnership ("P3") legal counsel ("Counsel"). Legal advisor will provide assistance in legal reviews regarding related P3 legal matters, advising PGCPS regarding project definition, planning, procurement and structuring elements and all legal matters and tasks necessary for the formulation and execution of P3 projects or other alternative school construction financing transactions ("Legal Services").

PGCPS will be utilizing a P3 as the alternative delivery method for multiple new or replacement school construction projects such as high school buildings and playing fields, middle school buildings and playing fields and elementary school buildings and grounds.

2.0 BACKGROUND

The Board Of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 500 square miles, with a residential population of more than 904,430. Prince George's County Public Schools (PGCPS), one of the nation's 20th largest school districts, has 208 schools and centers, has approximately 131,657 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

3.0 SCOPE OF SERVICES

PGCPS's focus, when considering P3s, is on shortening the period from design to delivery, building quality schools that meet or exceed school specifications, facility maintenance, financial risk allocation and management efficiencies intrinsic to experienced private development teams, particularly those that specialize in school construction.

The Board requests proposals for Legal Services of a qualified Law Firm to provide P3 legal advisor services to PGCPS that will support the development and implementation of a P3 project. The Counsel will provide advice, counsel and all necessary Legal services to PGCPS. Therefore, the selected respondent will be expected to have an in-depth understanding of legal, financial and construction related issues surrounding the execution of a P3 project under the various models available. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

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

CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPS

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

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

The anticipated initial term of this contract shall be **three (3) years**.

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

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional renewal terms of one (1) year periods.

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

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Tuesday, July 19, 2022 @ 11:00 a.m. local time**. The meeting will be held virtually via Zoom. Only interested Respondents who return the Appendix K Letter of Intent to Attend the Preproposal Conference included with this solicitation will receive the Zoom conference information.

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

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org in Word format. To be given consideration, the questions shall be received **NO LATER THAN 1:00 p.m., EST.** Please do not submit questions in PDF format. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on the following portals:

- PGCPs website www.pgcps.org/Purchasing

and

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

Questions Due: July 22, 2022 @ 1:00 pm

Addendum Posted: July 27, 2022 (estimated date only)

5.0 POINT OF CONTACT

Donna Parks, Supervisor
Diane Forde, Purchasing Clerk
Purchasing Office
Purchasing Office
E-mail: Donna.Parks@pgcps.org
Diane.Forde@pgcps.org

*TECHNICAL CONTACT

Jason Washington
Director, Office of Alternative
Infrastructure Planning and Development
(Do Not Contact)

* All communication shall be directed to the Department of Purchasing and Supply Services. Contacting the Technical Contact directly may disqualify your firm.

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

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

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a Fixed Rate/Requirements contract. Vendors are encouraged to partner with local contractors or firms if they don't meet all the required expertise or MBE requirements.

8.0 PAYMENT TERMS

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

The Board reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

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

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received via eMarylandMarketPlace Advantage no later than **August 12, 2022, at 2:00 p.m., Room 20**. Vendors must also mail proposals in sufficient time for carrier delivery service to ensure timely receipt of their bid in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom, lobby, etc. shall not constitute delivery to the Purchasing Office. Purchasing is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, Maryland 20772.

11.0 PROPOSAL OPENING

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

12.0 DURATION OF OFFER

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

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at:

<http://www1.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT); Prince George's County Government

and Washington Metropolitan Area Transit Authority (WMATA). For additional information contact the Minority Business Office at 301-952-6563.

- A. The Board of Education of Prince George's County Administrative Procedure No. 3325 is applicable and will be part of the Bid Requirements. Forms to be used by all offerors for the applicable procedure will be attached to each response. The "Minority Business Enterprise Utilization Affidavit," **MUST BE SUBMITTED AT THE TIME OF BID OPENING.** Failure to adhere to the guidelines outlined in this procedure, may result in your firm being ruled non-responsive and may jeopardize any future awards.
- B. The contractor or supplier who provides materials, supplies, equipment, service and construction for this project shall attempt to achieve the minimum overall **MBE goal of 15%** of the total dollar value of the contract for this project from certified minority business enterprises (MBE), either directly or indirectly. The respondent agrees that this amount of the contract will be performed by certified minority business enterprises.
- C. Only those businesses registered in the Purchasing. I Supplier database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government (SDDD) and/or Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.
- D. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women owned business within the geographical boundaries of Prince George's County. The respondent or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women owned businesses in Prince George's County. Documentation of good faith efforts may be required to be submitted in the sealed proposal or proposal packet on the date and at the time due for the respective proposal or proposal submittal. Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

LOCAL MBE INITIATIVE

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

MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS

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

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

14.0 E- COMMERCE

eMaryland Marketplace Advantage

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> is the primary site for the Board to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, respondent(s) questions and The Board's responses and other solicitation related information.

Notices of solicitations are also posted on our website

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

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

All Respondent(s) are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

15.0 INSURANCE

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

15.1 CYBER LIABILITY INSURANCE

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

16.0 LIQUIDATED DAMAGES

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

17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting and criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs

students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.

- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

17.1 RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

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

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

17.2 VENDOR RESPONSIBILITIES

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

Compliance with Laws

Respondent(s) shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Respondent(s) violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this

Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Respondent(s).

Educational/Medical/Psychological Records

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

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

Protection of Student Records

Respondent(s) and its affiliates or subcontractors, at their expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in conformance with current industry standards.

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

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

provisions of this Agreement concerning the obligations of the Respondent(s) as a service provider to THE BOARD.

18.0 LEGAL COMPLIANCE

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

18.1 EPA COMPLIANCE

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

19.0 BONDING (Not Applicable)

Respondents may be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.10)

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

PERFORMANCE AND LABOR BOND The successful respondent may be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amount over or under \$1000

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

20.0 TERMS AND CONDITIONS

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

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

requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

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

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

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

This requirement applies to both Domestic and Foreign (out of state) Offerors. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

23.0 VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS4 EMPLOYEES

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPs will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPs facility.

1. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPs authorizes in-person services by Partner.
2. In the event Partner's services must be provided at a PGCPs site (not virtually):

- a. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPs Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services is completed.
 - b. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
 - c. Unvaccinated, staff providing services at a PGCPs site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPs Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 - d. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue ***each week during the term of this Contract***.
 - e. PGCPs will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPs site until such time as the information is presented.
3. Partner shall inform its PGCPs Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
 4. In the event a non-PGCPs staff tests positive for Covid-19, Partner shall inform the PGCPs Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPs employee.

The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE - PART SUBMISSION

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

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

A. Respondent(s) shall submit **in separate sealed envelopes, labeled and formatted as followed:**

- Volume I - Technical Proposal
- Volume II - Financial proposal (Attachment A must be included here)
- Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Each proposal submission shall be comprised of the following:

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

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

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

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

3. The MBE Proposal shall include **One (1) Original and One (1) Copy** (so labeled) in a separately sealed envelope clearly labeled “MBE Proposal” and consist of one **(1) copy of MBE Utilization Form** provided with the RFP. The MBE Proposal submission shall also include **One (1) Thumb Drive** mailed with the original MBE Proposal. Electronic media must be a USB Thumb Drive and shall bear a label on the outside containing the RFP number and name as well as the name of the Respondent and the words Volume III: MBE Proposal.

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

NOTE: PGCPs Facilities Administration Building will be open to receive proposals via mail delivery on Mondays through Fridays only.

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

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

TAB A. TRANSMITTAL LETTER

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

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

TAB B. TABLE OF CONTENTS

A Table of Contents shall be included in the proposal.

TAB C. EXPERIENCE AND CAPABILITIES

Respondent(s) shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. See Part IV, Section ELIGIBILITY AND QUALIFICATIONS

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Respondent(s) shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Respondent(s) has not had its financial statements audited by an independent accounting firm, the Respondent(s) must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital
2. Respondent(s) shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board.
3. Respondent(s) shall submit a State of Maryland Certificate of Good Standing or other filing verifying the Respondent(s) is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Offerors (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Respondent(s) shall address each major requirement of Part IV (Scope of Work). See Part IV, **ORGANIZATION OF TECHNICAL RESPONSE** for additional information.

TAB F. FORMS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)
5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Certificate of Insurance (Appendix G)

8. Completed Financial Proposal Form (Appendix H)
9. Completed Letter of Intent To Apply (Appendix I)
10. MBE Form (Appendix J) - MBE Administrative Procedures 3325 and Attachments
11. Completed Letter of Interest to Attend (Appendix K)

ADDITIONAL ITEMS:

- A. **Technical Proposal – Copy of Billing Statement [at a minimum PGCPs require that billing statements reflect tasks that were completed and/or worked on during the billing period, along with applicable rates (do not include any rates that are proposed for this solicitation)]**
- B. **Financial Proposal -- Cost Proposal Form w/Schedule of Rates**

TAB G. TECHNICAL ELECTRONIC MEDIA

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Respondent(s) shall enter all price information on Attachment A, "Financial Proposal Form" and submit it, in Excel format only, under a separate sealed cover as described in Part III, Section 1.0.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An MBE goal of **15%** has been established for the contract to result from this solicitation (See MBE Administrative Procedures 3325 and Attachments).
- B. Respondent(s) shall include all documents as required in Appendix J (See Appendix J-Part A-Instructions)
- C. Any proposal that does not include and comply with the MBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE Participation Affidavit is non-responsive and will be rejected.
- D. An electronic version of the MBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a USB and shall bear a label on the outside containing the RFP number and name of the Respondent(s) and the words Volume III: MBE Commitment Utilization Forms.

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

PART IV: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals from a qualified Law Firm to serve as Prince George's County Public Schools (PGCPS) Public-Private Partnership ("P3") legal counsel ("Counsel") to assist PGCPS in legal reviews regarding related P3 legal matters, advising PGCPS regarding project definition, planning, procurement and structuring elements and all legal matters and tasks necessary for the formulation and execution of P3 projects or other alternative school construction financing transaction ("Legal Services").

PGCPS will be utilizing a P3 as the alternative delivery method for multiple new or replacement school construction projects such as high school buildings and playing fields, middle school buildings and playing fields and elementary school buildings and grounds.

2.0 BACKGROUND

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 500 square miles, with a residential population of more than 904,430. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Prince George's County Public School System (PGCPS) consists of 132,000 students and 19,000 employees with an operating budget of \$1.839 billion.

3.0 SCOPE OF WORK

PGCPS's focus, when considering P3s, is on shortening the period from design to delivery of school construction, building quality schools that meet or exceed school specifications, facility maintenance, financial risk allocation and management efficiencies intrinsic to experienced private development teams, particularly those that specialize in school construction.

The Board requests proposals for Legal Services of a qualified Law Firm to provide P3 legal advisor services to PGCPS that will support the development and implementation of a P3 project. The Respondent will provide advice, counsel and all necessary Legal Services to PGCPS involving P3. Therefore, the selected respondent will be expected to have an in-depth understanding of legal, financial and construction-related issues surrounding the execution of a P3 project under the various models available. In addition, the qualified Law Firm shall have sufficient resources to complete all P3 services.

3.1 Task 1: The scope of work shall consist of meeting with officials of PGCPS, Prince George's County Executive Staff, Prince George's County Council Staff, State of Maryland Interagency Commission on School Construction and Maryland Stadium Authority, both collectively and independently. As well as reviewing the material related to the proposed goals of any P3 partnership, and advising on the legal implications as to the size, scope and duration of the P3 projects.

Counsel will support PGCPS staff throughout the P3 process as needed, which shall include but not be limited to:

- 3.1.1 Review of current law governing applicable procurement and contracting powers and procedures; assuring compliance, and drafting and review of new legislation, if required.
- 3.1.2 Assisting in legal reviews regarding tax-exempt financing, real estate, permitting, environmental, labor and related legal matters.
- 3.1.3 Preparing of memoranda of law on procurement and contracting issues.
- 3.1.4 Advising regarding project definition, planning, goals, objectives and outcomes and structuring the environmental, commercial, contract and financing elements of the project.
- 3.1.5 Assisting in the overall conceptualization and organization of the procurement for the project.
- 3.1.6 Advising concerning project risk retention and transfer.

3.2 Task 2: The Respondent shall work with PGCPs, the financial and technical advisors to develop a solicitation for P3 partners based on a plan selected by PGCPs, which incorporates the goals of all of the stakeholders. Counsel will support PGCPs staff throughout the P3 process as needed, which shall include but not be limited to:

- 3.2.1 Assisting with RFQ and RFP processes, including preparation of the solicitation and assisting the county with shortlisting proposers.
- 3.2.2 Assisting with RFQ and RFP preparation.
- 3.2.3 Preparing the draft project agreement, all appendices and related agreements for release with the RFP, including:
 - 1. Initial review of each element of the project agreement.
 - 2. Receiving, discussing and incorporating comments from the project team, including various content provider's specialists and other consultants.
 - 3. Identifying areas where further consideration and input is necessary.
 - 4. Assuring consistent drafting and minimizing redundancy.
- 3.2.4 Assisting in drafting sample contracts and related documentation to include as part of RFP process.
- 3.2.5 Reviewing and advising on proposer inquiries and other interactions.
- 3.2.6 Reviewing and advising on proposer comments on the solicitation and draft project agreement within seven (7) business days.
- 3.2.7 Assisting in developing the negotiating strategy and negotiating the final project agreement, appendices and related agreements and documents including financing agreements and technical and financial proposals.
- 3.2.8 Attending collaborative meetings in which legal matters relating to the procurement and project agreement are discussed.
- 3.2.9 Participating in presentations and meetings concerning the procurement process and selection of the preferred proposer.
- 3.2.10 Identifying tasks required to achieve commercial close and financial close, including final amendments to the project agreement.
- 3.2.11 Addressing issues of contract application, implementation, and administration that arise following commercial and financial close.

3.3 Task 3: The awarded Respondent shall assist PGCPs and its financial advisor in negotiating the final contract with the successful P3 Partner(s) respondent(s) to the solicitation. Respondent will provide advice on contract terms and formation of the P3, in addition to:

- 3.3.1 Identifying tasks required to achieve commercial close and financial close, including final amendments to the project agreement.

- 3.3.2 Addressing issues of contract application, implementation, and administration that arise following commercial and financial close.
- 3.3.3 Provide counsel and support for any post-close requirements and other final contract activities as deemed necessary by PGCPs.

4.0 PERIOD OF PERFORMANCE

The initial contract period will begin approximately September 1, 2022 (approximately). The agreement will have an initial duration of three (3) years from the date of commencement, with the option to renew for four (4) additional one (1) year periods.

5.0 ELIGIBILITY AND QUALIFICATIONS

Eligible Respondents shall have a minimum of five (5) years of recent experience delivering P3 Legal Services with similar scope of work to organizations of similar size as PGCPs. Respondent(s) shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

- 5.1 **Proposals and Experience.** All responses must include a statement of qualifications, experience and description of the firm and its history. The response should specifically indicate the firm's current and historical expertise in providing P3 Legal Services.
- 5.2 **Resumes of Individuals.** All responses must include resumes of each individual who will be providing P3 Legal Services under any work order, as well as written descriptions of the individuals' relevant experience. All Respondent(s) must identify the individual(s) who will have primary responsibility.
- 5.3 **Licensures.** All responses shall provide information on any license(s), certifications, and training the Respondent may have achieved that are relevant to this project
- 5.4 **Organizational Chart.** All Respondents shall identify major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization and what resources will be available to support this contract in primary, secondary and back-up roles.

This section should provide an overview and history of your firm, and its practice in Maryland, as well as the type of legal services for which your firm is submitting a proposal, and the technical approach that will be used in meeting the needs of the Board.

- 5.4.1 Respondent shall designate one (1) Primary Contact Professional in its Proposal, who would be assigned responsibility for this work, serve as the primary interface with PGCPs, as well as the primary person to perform work, and to supervise and assure quality control of work performed by other personnel.
 - 5.4.2 In the event of attrition of the designated Primary Contact Professional, Respondent shall propose a substitute with equal or better qualifications for PGCPs's review and approval.
- 5.5 **Primary Contact Professional.** The following experience is required for the Primary Contact Professional and individuals who will be providing P3 Legal Services. PGCPs reserves the right to approve the Primary Contact and any proposed replacements/additions to the team proposed. The following experience is required:
- 5.4.1 Experience with a variety of P3 models
 - 5.4.2 Experience working with other Public Agencies/Entities

The following experience is desirable for the Primary Contact Professional and individuals who will be providing P3 Legal Services, but not required:

- 5.4.3 Experience working with PGCPs or any other public school system
- 5.4.4 Experience with evaluation and developing financing for P3 transactions
- 5.4.5 Experience working on social infrastructure P3 projects

6.0 ORGANIZATION OF TECHNICAL RESPONSE

Respondents shall provide a point-by-point Technical Response. The Respondent's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Technical Response shall follow the same order as the information presented in the RFP, Part IV.

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

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

Required documentation shall be provided in each section/tab. The Respondent(s) Table of Contents shall include reference to the page number(s) in the Proposal where such evidence can be found. Respondents shall submit quality proposals that fully address all aspects of the scope of Work including the following:

7.0 FINANCIAL PROPOSAL

Respondents shall submit all costs in a separately sealed envelope. Respondents shall complete Appendix H Financial Proposal Form. Appendix H shall be submitted in a separately sealed envelope. Please do not include any pricing in the Respondent's Technical Proposal.

Pricing must be inclusive of all Respondent's staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, items consumed, utilized, and/or required by Respondent's staff or subcontractor's staff. Unless otherwise specified, all hardware and software, audio and video materials deemed necessary by the Respondent shall be included in the proposed costs.

Items or costs required to provide the services and deliverables as proposed, but not identified in the Respondent's pricing proposal will be the sole responsibility of the Respondent.

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

As part of the financial proposal response, the Respondent must complete the Financial Pricing Worksheet included with the RFP and provide pricing for each proposed service option in the appropriate worksheet. Respondents shall enter their pricing on the Appendix H. Financial Proposal Form provided with the RFP. **Proposals received in an altered format may be considered non-responsive and ineligible for award.**

Respondents shall provide pricing in accordance with Part IV, Scope of Work as described herein. **Please do not include pricing in the technical response. Respondents that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.**

PART V: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

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

2.0 EVALUATION PROCESS

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Respondent(s). Discussions may be conducted via teleconference or may take the form of questions to be answered by the Respondent(s) and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Respondent(s) technical proposals, including any discussions, the committee will rank each qualified Respondent(s) technical proposal.
- C. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Respondent(s) in any manner deemed necessary to serve the best interests of the Board.
- E. Respondent(s) may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Respondent(s) to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of The Board, the Board may invite Respondent(s) to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Respondent(s) whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3.0 EVALUATION CRITERIA

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

- 3.1 Quality of Technical Approach in satisfying requirements
- 3.2 Quality of Respondent(s) Experience and Capabilities/References
- 3.3 Capacity
- 3.4 Fiscal Integrity/Financial Stability (responsibility check)
- 3.5 Past Performance and References
- 3.6 MBE Plan

Evaluation Criteria
Technical Approach
Respondent shall demonstrate a clear understanding of PGCPs project, goals and key challenges. Technical response shall clearly demonstrate a technical approach that effectively ensures the achievement of project goals and objectives. Respondent shall provide a clear and reliable framework to ensure progress of requested actions for Tasks 1, 2 and 3. Response shall demonstrate an efficient and effective coordination and interface with PGCPs, as well as a clear and reliable framework for how P3 Legal Counsel will interface and coordinate with PGCPs
Respondent proposal shall demonstrate clear lines of responsibility, ownership and control of Respondent members. Clear demonstration of the Respondents understanding of related issues surrounding the execution of a P3 project
Respondent shall demonstrate its effective knowledge of ways to minimize potential for additional costs, PGCPs risk through mitigation, including effective partnering/staffing. Respondent shall demonstrate its approach/experience to ensure high level of coordination between Prince George's County Executive Staff, Prince George's County Council Staff, Maryland Interagency Commission on School Construction and Maryland Stadium Authority, and Maryland Attorney General.
Firm Experience and Qualifications
Respondent shall clearly demonstrate verifiable experience in the provision of legal services needed to provide PGCPs specialized P3 and general legal support to accomplish project goals directly related to the Scope of Work. Respondents shall have a minimum of five (5) years of experience delivering P3 services (or requested services) to organizations of similar size as PGCPs.
Documented and validated evidence that the respondent's professional resources and capabilities can support the proposed scope of services. Proposal shall include highly qualified management and key personnel that are sufficiently dedicated and available to the Project at the appropriate times.
List of additional services that your Firm provides, but was not listed in the RFP.
Past Performance and References
This section shall provide information on past projects in which P3 services were provided to clients. Respondent shall include at least three (3) references that can be contacted by PGCPs from 2015 through to the date of the RFP. See Instructions for Appendix 3. For each reference, provide the customer name, contact name title, telephone number, contract dates and description of scope of work delivered.
Provide details and outcome of all litigation against your firm within the last five (5) years. Response shall also include all settled cases in the last (5) years. If there are no litigation issues, the Respondent shall so state. If respondent does not respond to this requirement no points will be earned for this criteria.
MBE Bonus Points
Respondent shall provide evidence of its certified MBE status (as applicable).
Respondent shall include in its technical response its detailed plan to meet the MBE requirement outlined in this RFP. Plan should identify the MBE subcontractor chosen to provide services, as well as the percentage of the goal met. Do not include any pricing in your technical proposal.

PART VI: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

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

1. REQUEST FOR PROPOSALS (RFP)

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

2. GENERAL REQUIREMENTS

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

- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and

such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

- I. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

- m. **E-COMMERCE:** The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract on the portal. **(Not Applicable)**
- n. **CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL**
1. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 2. All offerors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
 3. All offerors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

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

other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

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

5. GUARANTEE AND WARRANTIES

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

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

6. MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

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

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

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

7. BONDING N/A

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

8. PROPOSAL SUBMISSION

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

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

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

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

10. APPEAL OF CONTRACT AWARD DECISION

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

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

11. CONTRACT TERM

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

12. COMMENCEMENT OF SERVICES

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

13. ADDENDA

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

- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

14. ANNULMENTS AND RESERVATIONS

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

15. TERMINATION OF CONTRACT

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

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

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

16. GOVERNING LAW & VENUE

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

17. CONTRACT TERMS AND CONDITIONS

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

- f. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.
- g. INSURANCE:
1. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
 2. The following coverages and limits are required of all vendors:
 - Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
 - Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
 - Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
 - Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.
 3. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.
 4. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.
 5. It will be the responsibility of the successful Respondent(s) to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

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

18. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

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

In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of service or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

APPENDIX B - ADDENDA ACKNOWLEDGEMENT

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

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

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

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

Email

Contact Phone Number

APPENDIX C - REFERENCES

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

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

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

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

representative of _____

whose address is _____ and

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

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

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

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

(SIGNATURE)

(DATE)

(PRINTED OR TYPED NAME)

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

x _____ Notary Public

My commission expires: _____

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

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

_____, being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Board of Education of Prince George's County:

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

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- _____
- _____

Signature

x _____
Offeror, if the offeror is an individual

Partner, if the offeror is a partnership

x _____

x _____
Officer, if the offeror is a corporation

of:

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

x _____ Notary Public

My commission expires: _____

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

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____ 20____, to the Board of Education of Prince George's County:

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

Signature _____ of:

x _____
Offeror, if the offeror is an individual

Partner, if the offeror is a partnership

x _____

x _____
Officer, if the offeror is a corporation

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

x _____ Notary Public

My commission expires: _____

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

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

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

- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George's County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George's County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George's County information or obtain copies of certificates of insurance. The Board of Education of Prince George's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Prince George's County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

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

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

**APPENDIX H - FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

Company Name _____
Address _____

Phone Number _____

TO: Board of Education of Prince George's County

We propose to provide **Legal Services for Alternative Construction Financing (ACF) Projects** in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Respondent(s) shall provide all-inclusive rates for the proposed project as follows:

Each vendor shall provide an all-inclusive fixed rates for each cost item listed on **the Financial Cost Proposal Form Schedule of Rates (Excel spreadsheet)**, included with the RFP and shall be **submitted with financial proposal in MS Excel format only**.

Respondents must provide pricing for all line items listed on the Financial Proposal Form. Rates/Price shall be fixed for the entire contracted award year(s).

Respondents that do not conform with this request and alter the Financial Proposal Form may be declared non-responsive and no longer considered for award.

Name _____ Title _____
Signature _____ Date _____
Email Address _____

APPENDIX I – LETTER OF INTENT TO APPLY

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Respondent shall submit this document on its letterhead

(Due No later than 5pm ET on July 22, 2022)

On behalf of (***Institution Name***), we are pleased to inform you of our intent to submit a proposal for **qualified law firm or individual to provide services as counsel for The Prince George's County Board Of Education**. Our proposal will address all components of the RFP. We intend to submit a proposal to you by _____.

Signed: _____

Printed Name, Title: _____

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

**APPENDIX J - MBE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

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

Prime Contractor _____ Bid No. _____

Address _____

City, State and Zip _____

Telephone _____ Fax _____ Email _____

FOR MINORITY USE ONLY

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

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

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

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

APPENDIX K – LETTER OF INTEREST TO ATTEND FOR PRE-PROPOSAL CONFERENCE

RFP PUR-001-23

LEGAL SERVICES FOR ALTERNATIVE CONSTRUCTION FINANCING (ACF) PROJECTS

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Respondent shall submit this document on its letterhead

(Shall Be Submitted No later than July 22, 2022 at 5pm EST)

On behalf of **(Institution Name)**, we are pleased to inform you of our intent to attend the **Preproposal Conference for QUALIFIED LAW FIRM OR INDIVIDUAL TO PROVIDE SERVICES AS COUNSEL FOR THE PRINCE GEORGE’S COUNTY BOARD OF EDUCATION** on TBD date and time.

(Institution Name) shall attend via Zoom conference

Representative

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
MAILING ADDRESS:	TELEPHONE:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	