



THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MD 20772

REQUEST FOR PROPOSAL

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES
RFP PUR-007-23

ISSUED BY: Purchasing & Supply Services
Attention: Donna Parks

RFP NUMBER: RFP PUR-007-23

RELEASE DATE: January 13, 2023

PRE-PROPOSAL MEETING: January 20, 2023 at 11:00 a.m.

PROPOSAL DUE DATE: February 14, 2023 @ 2:00 p.m. Trailer No. 6

DIRECT INQUIRIES TO: Donna Parks and Diane Forde
E-mail: Donna.Parks@pgcps.org
Diane.Forde@pgcps.org

PROPOSAL DOCUMENTS

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: www1.pgcps.org or clicking on the following link: <https://www.pgcps.org/purchasing/bids.aspx>
2. Access solicitations on eMaryland Marketplace
<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>
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 and Purchasing Clerk as specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposals (RFP) is soliciting proposals from qualified offers to provide Health & Welfare consulting services on a comprehensive range of employee benefit plan related services as outlined in this RFP. The successful vendor will be expected to maintain familiarity with PGCPs benefit strategies, plan designs, financing strategies and practices, administrative practices, and benefit communications efforts.

Detailed specifications are contained in the RFP. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

2.0 BACKGROUND

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 967,000. 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 school system serves a diverse student population from urban, suburban and rural communities located in the Washington, DC suburbs. PGCPs is nationally recognized for college and career-readiness programs that provide students with unique learning opportunities, including dual enrollment and language immersion. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 136,500 students, approximately 20,000 employees and an annual operating budget of \$2.3 billion. The employee benefit plan budget is approximately \$300 million annually, with plan assets held in a fund specifically designated for that purpose.

3.0 NON-EXCLUSIVE

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

CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPs

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

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

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

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

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

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for three (3) years with the possibility of two additional one-year renewals at PGCPS discretion.

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

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

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

3.0 PRE-PROPOSAL MEETING (Not Applicable)

A pre-proposal conference is scheduled for **January 20, 2023, at 11:00 a.m.** The pre-proposal conference will be held virtually via Zoom. Only interested Respondents who return the Appendix J Letter of Intent to Attend the Pre-Proposal Conference included with this solicitation will receive the Zoom conference information.

While attendance at the pre-proposal conference is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend the pre-proposal conference 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 in Word Format to Donna.Parks@pgcps.org and Diane.Forde@pgcps.org. (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN 1:00 p.m., EST on January 27, 2023**. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPs website, www.pgcps.org/Purchasing and the State Of Maryland Website (eMMA) www.emarylandmarketplace.com. To ensure all questions are received and responded to, please ensure that all contact persons as identified above are included on all communications regarding this solicitation. Please do not submit question in PDF format.

Questions Due: January 27, 2023, at 1:00 pm EST

Addendum Posted: February 1, 2023

5.0 POINT OF CONTACT

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

TECHNICAL CONTACT

Nick Venturini
Benefit Director
(Do Not Contact)

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

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

7.0 CONTRACT TYPE

The total amount to be paid by the Board of Education of Prince George's County to the Consultant for services performed in accordance with the Scope of Work shall be based on disclosed hourly rates not to exceed an annual fee cap.

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 @ [Ghttps://www.pgcps.org/purchasing/bids.aspx](https://www.pgcps.org/purchasing/bids.aspx). All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace

Advantage or the Board Purchasing Department website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received:

The Purchasing Office, Room 20 and electronically via eMaryland Marketplace Advantage:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> no later than February 14, 2023, at 2:00 p.m. EST.

Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal Purchasing Office after the submission deadline, no matter what the reason, will be returned unopened. Delivery to the Board's mailroom, lobby, etc. shall not constitute delivery to the Purchasing Office 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 no later than 20 days after opening and prior to Notice of Award letter is issued.

12.0 DURATION OF OFFER

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

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

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

<http://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.

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, bidder/offeror questions and The Board' 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 offerors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

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15.0 INSURANCE

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

15.1 CYBER LIABILITY INSURANCE

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

16.0 LIQUIDATED DAMAGES

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

17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with 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 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 neglect following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

17.2 VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGcps representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

Compliance with Laws

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

Educational/Medical/Psychological Records

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

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

Protection of Student Records

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

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

1. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
2. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Student Records, including but not limited to passwords; and

5. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Offeror and its subcontractors or affiliates shall notify THE BOARD as soon as is practicable, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Offeror or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Offeror shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliates to safeguard Student Records in the same manner as provided for in this Section. Nothing in this Section shall supersede in any manner Offeror or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror as a service provider to THE BOARD.

18.0 LEGAL COMPLIANCE

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

18.1 EPA COMPLIANCE

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

19.0 BONDING (Not Applicable)

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

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

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

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

20.0 TERMS AND CONDITIONS

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

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

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

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

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

This requirement applies to both Domestic and Foreign (out of state) Bidders. 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.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE (3) - 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

Note: Volume III – MBE Proposal (3325 Utilization Form) shall be uploaded as a separate document in the eMMA portal “Technical Proposal Envelope”

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 (180) days.
5. Acknowledgement of all Addenda to this RFP.

TAB B. TABLE OF CONTENTS

A Table of Contents shall be included in the proposal.

TAB C. EXPERIENCE AND CAPABILITIES

1. The selected firm must be licensed in the State of Maryland to provide the consulting services they are proposing. In addition, the successful vendor will have provided benefits consulting services similar to those specified herein for a minimum of ten (10) years, and a minimum of 5 years consulting experience with companies with 10,000 employees/retirees or more. Offeror shall provide information on past and current experience with providing Health and Welfare Consulting services that are similar in size and scope to those requested in this solicitation. This description shall include:
 - a. Summary of the services offered including the number of years the Offeror provided these services; the number of clients and geographic locations the Offeror currently serves, and has served; and if a past customer, why the Offeror is no longer providing services.
 - b. Organizational chart of the Offeror showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be provided to support this contract in primary, secondary and back-up roles.
 - c. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
 - d. At least three (3) current client references from **similarly sized customers as PGCPs** (preferably school districts, state or local municipality customers) who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The 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.

Note: It is important that PGCPs conducts financial responsibility check for all participants on this solicitation. As such, all Respondents are required to comply with the submission of the appropriate financial responsibility documentation as detailed in this section. All Respondents are required to submit this documentation with their proposal. If the Respondent does not comply with this requirement, the Respondent will be declared non-responsible and will not move forward in the evaluation process.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

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

The technical proposal requires the completion of a technical questionnaire as shown below. Sections must be separated by tabs.

1. **Health and Welfare Benefit Consulting Technical Questionnaire (Exhibit 1)**. Vendors should respond to each question and requirement outlined in Exhibit 1 in its entirety. **Please respond to the questions in the order they are posed, repeating the question, followed by your response. Do not modify any of the questions or change the order of the questions. Modifying any tab or layout may eliminate your company from consideration. Do not:**
 - a. Renumber questions or Add Questions
 - b. Delete Questions - If you cannot respond to a question please just note, "No Response Available" or "N/A".

Responses to questions should be complete, brief and concise.

The primary requirement is that you accurately and completely answer the questions posed. Copy and pasting large-preformatted responses from marketing materials that, while answering the question, also provide extensive information not related to the particular question, may be negatively scored.

TAB F. TECHNICAL FORMS FOR SUBMISSIONS

1. Health and Welfare Consulting Technical Questionnaire (Exhibit 1)
2. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)
5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance (Appendix G)
9. Completed Financial Proposal Form (Appendix H)
10. Completed MBE Form (Appendix I)

11. Completed Letter of Intent to Submit a Proposal (Appendix J)
12. State of Maryland Tax Certification (Appendix K)
13. Certification of Compliance (Appendix L)
14. Vendor Conflict of Interest Disclosure Form (Appendix M)
15. MBE Utilization Form (Notarized)

NOTE: RESPONDENT SHALL NOT CHANGE/DELETE ANY PORTION OF THE LANGUAGE ON THE FORMS NOR THE FORMAT OF THE TAB F FORMS. DO NOT RETYPE AND SUBMIT ON RESPONDENT LETTERHEAD

TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)

Electronic Media shall bear a label on the outside containing the RFP number and name, as well last the name of the Offer and the words "Volume I, Technical Proposal.

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. Offerors are asked to complete the work in accordance with specifications outlined in the Scope of Services of this RFP based on hourly rates not to exceed an annual fee cap.
- C. Offerors may be asked during the term of the contract to provide additional Health and Welfare related consulting services not specifically outlined in this RFP. In that event, PGCPs will prepare a written scope of services and task order and the vendor will be asked to provide both a statement of work and a cost proposal based on a mutually agreed approach for pricing using hourly rates of key personnel outlined on the Financial Proposal Form.
- D. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An MBE goal of 15% and a material goal of 15% have been established for the contract to result from this solicitation (See Attachment J).
- B. Offerors shall include all documents as required in the Administrative Procedures 3325.
- 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 CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE 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 Proposals (RFP) is soliciting proposals from qualified offers to provide Health & Welfare consulting services on a comprehensive range of employee benefit plan related services as outlined in this RFP. The successful vendor will be expected to maintain familiarity with PGcps benefit strategies, plan designs, financing strategies and practices, administrative practices, and benefit communications efforts.

- 1.1 Services to be provide include, but are not limited to consulting support for the following:
 - 1.1.1 Support the development and implementation of a 5-year Health and Welfare Strategy with regular updates.
 - 1.1.2 Advise on trends and industry “best practices”
 - 1.1.3 Benefit Plan related RFP support.
 - 1.1.4 Analyze performance of service providers to include data/actuarial analyses.
 - 1.1.5 Annual renewal, rate setting support, including advising PGcps staff on changes in laws and regulations impacting benefit offerings
 - 1.1.6 As requested, review plans for compliance with contract provisions, including periodic audits of claims, review of rebate and subsidy payments, eligibility and other compliance related matters.
 - 1.1.7 Provide budget and cash flow reconciliation measured against projections on a monthly basis.
 - 1.1.8 Other Post Employment Benefit (OPEB) Funding
 - 1.1.9 Medical and Pharmacy solutions for retirees
 - 1.1.10 Life Insurance program experience
- 1.2 The successful Offeror will be well-versed in the benefits marketplace and experienced in advising similarly sized public sector employers (including Public School Systems).

2.0 BACKGROUND

- 2.1 The following Offerors must provide services to PGcps employees, retirees, and their eligible dependents:
 - 2.1 Carefirst BlueCrossBlue Shield - Self-insured Medical Triple Option Plan, and self-insured Blue Vision Plan
 - 2.2 Kaiser Permanente - Fully-insured Staff Model HMO
 - 2.3 CVS Caremark - Self-insured Pharmacy Benefit Plan
 - 2.4 SilverScript Insurance Company - Self-insured EGWP plan
 - 2.5 Aetna - Dental
 - 2.6 Metropolitan Life Insurance Co., Group-Term Life Insurance and Supplemental Life Insurance
 - 2.7 Inova - Employee Assistance Plan
 - 2.8 WageWorks, Inc.

3.0 SCOPE OF SERVICES

- 3.1 The selected Offeror will be expected to provide a comprehensive range of employee benefit plan related consulting support including, **but not limited to:**
 - 3.1.1 Support the development and implementation of a 5-year Health and Welfare Strategy with regular updates.

- 3.1.2 Advise on trends and industry “best practices”.
- 3.1.3 Analyze performance of service providers to include data/actuarial analyses.
- 3.1.4 Patient-Centered Outcomes Research Institute (PCORI) fee calculation
- 3.1.5 RFP Support. NOTE: PGGPS plans at a minimum, the following RFPs during the term of this contract:
 - 3.1.5.1 2022-2023 - Medical and Pharmacy Plans
 - 3.1.5.2 2024 - Life Insurance and LTD Plans
 - 3.1.5.3 2025 - Employee Assistance Plan
- 3.1.6 Annual renewal, rate setting support, including advising PGGPS staff on changes in laws and regulations impacting benefit offerings. Current plan information and rates can be found at the 2023 PGGPS Open Enrollment site: <https://www.pgcps.org/offices/benefits/open-enrollment>
- 3.1.7 Budget Projections, including providing budget and cash flow reconciliation measured against projections on a regular basis.
- 3.1.8 Vendor Management
- 3.1.9 As requested, review plans for compliance with contract provisions, including periodic audits of claims, review of rebate and subsidy payments, eligibility, performance guarantees, and other compliance related matters.
- 3.1.10 Benchmarking and Plan Design Modeling
- 3.1.11 Retiree Plan Analysis and Recommendation.
- 3.1.12 Medical and Pharmacy solutions for active employees and retirees.
- 3.1.13 Audits, including but not limited to: an annual retiree death audit, dependent verification services, Pharmacy Benefit Manager (PBM) and other vendor claims audits.
- 3.1.14 Annual PBM Market Check.
- 3.1.15 Employer Group Waiver Plan (EGWP) Analysis and Support.
- 3.1.16 Life Insurance program experience.
- 3.1.17 Vendor meetings and presentations to Management.
- 3.1.18 Complete ACA Reporting and Tracking

4.0 CONTRACTOR’S REQUIREMENTS

- 4.1 Certain tasks are critical to the successful implementation and on-going operation of PGGPS benefit programs. Generally accepted performance standards/guarantees (and associated penalties) that demonstrate innovative or competitive approaches that will allow PGGPS to measure performance of core capabilities should be included as part of the Technical Proposal. PGGPS reserves the right to negotiate additional performance standards prior to execution of a final contract.
- 4.2 Upon approval and signed performance guarantees, the Contractor is required to monitor and provide a written report, within 45 days of the close of the quarter, on all standards that were met and not met with backup information. The Contractor will pay penalties as an adjustment on the next administrative fee invoice.

5.0 TECHNICAL SPECIFICATIONS

- 5.1 See Part II of the RFP, Section Tab E for requirements.

NOTICE: The Technical Proposal response must not include any pricing or cost information. If any pricing or cost information amounts of any type (including pricing relating to other projects) is included in any part of the technical response, PGCPS may deem the proposal to be non-responsive and reject it.

6.0 MINIMUM QUALIFICATIONS

6.1 The selected Offeror must:

6.1.1 Be licensed in the State of Maryland to provide consulting services for which they are proposing. Provide copies of all applicable certifications or licenses.

6.1.2 Have provided benefits consulting services similar to those specified herein for a minimum of ten (10) years.

7.0 CONTRACT AWARD

7.1 PGCPS intends to make one (1) contract award for the services outlined in this solicitation. PGCPS will award this contract based on the best interest of the school district.

8.0 ANTICIPATED TIMELINE

Event	Event Due Date or Occurrence Date
Issuance of RFP	January 13, 2023
Letter of Intent to Attend Pre-Proposal Conference	January 19, 2023
Pre-Proposal Conference	January 20, 2023
Post Pre-Proposal Conference Questions Due	January 27, 2023
Posting of Addendum	February 1, 2023
Proposal Due Date	February 14, 2023
Proposal Evaluation	February/March 2023
Oral Interviews	TBD
Award Issuance	April 2023
Effective Date of Contract	April/May 2023

PART V: EVALUATION AND SELECTION PROCEDURE

1.0 EVALUATION COMMITTEE

- 1.0 Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth in Section 3.0. The contract(s) resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to The Board, considering financial and technical factors set forth herein.
- 2.0 The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 EVALUATION PROCESS

- 2.1 The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- 2.2 Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- 2.3 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.
- 2.4 The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- 2.5 Offerors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- 2.6 If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- 2.7 The Committee will recommend the Offeror(s) whose overall proposal provides the most advantageous offer to the Board considering both technical and financial 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.

Scoring - 100 points

- A. Renewal, Rate Setting, Budget approach, Actuarial Support
- B. RFP Support
- C. Medical and Pharmacy Solutions (active and retired)
- D. Audits/BenchMarking
- E. Other Consulting Support
- F. Questionnaire Response

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.
- l. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-

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

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

- 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 bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 - 2. All bidders 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 bidders 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 Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. All additional expenses incurred by The Board as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

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

6. MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

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

“Minority Business Enterprise Utilization Affidavit, Attachment 1” MUST BE submitted AT THE TIME OF BID OR PROPOSAL OPENING.

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

- b. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George’s County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a “Certified Minority Business”. If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George’s County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board’s Purchasing Office prior to any respective bid opening.
- c. The Board of Education of Prince George’s County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Prince George’s County. The bidder or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George’s County. Documentation of good faith efforts may be required to be submitted in the sealed bid or proposal.
- d. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. 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 (NOT APPLICABLE)

- 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.

- I. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

- m. RIGHT TO PROTEST: The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
 1. An interested party (bidding of standing or offeror) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
 2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.
 3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
 4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
 5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

Appeal of Contract Award Decision

1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the COO.

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.

10. 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.

11. 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.

12. 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.

13. 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

14. TERMINATION OF CONTRACT

- a TERMINATION FOR NON-APPROPRIATION OF FUNDS: The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b TERMINATION FOR DEFAULT: When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c TERMINATION FOR CONVENIENCE: The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, be providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

15. 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.

16. 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.

7. In addition, the contractor must 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.

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.

17. 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-007-23
HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

(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-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

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:

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-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

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 bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid 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-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

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

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

I further affirm that:

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

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder is a corporation

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-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

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

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

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Partner, if the bidder is a partnership

x _____
Officer, if the bidder 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-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

CONTRACTOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

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

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

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

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

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

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

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

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

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

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

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

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

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

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

**APPENDIX H - FINANCIAL PROPOSAL FORM
(SUBMITTED WITH FINANCIAL PROPOSAL)**

RFP PUR-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

Company Name _____

Address _____

Phone Number _____

TO: Board of Education of Prince George’s County

We propose to provide services to **Health and Welfare Consulting Services** to The Board of Education of Prince George’s County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

All work must be completed in accordance with the specifications provided in the RFP and Agreement. Note: It is a requirement of this RFP that the Health & Welfare Consultant submit pricing on all items listed below.

Item 1: Hourly Rates of All Personnel for the Term of the Contract

In the event that PGCPs seeks support for services not outlined in this RFP’s Scope of Services, PGCPs will provide vendor with a task order that vendors will quote, provide a statement of work, and a cost based agreed approach to include a not to exceed rate using the hourly rates of personnel as outlined below:

Consultants	Hourly Rate
Principal/Officer	
Senior Consultant	
Senior Actuarial Consultant	
Actuarial Consultant	
Communication Specialist(s)	
Support Staff	

Item 2: Health & Welfare Benefit Consulting Services Umbrella Agreement for all items listed in the Scope of Services of the RFP.

Lump Sum Not to Exceed \$_____ annually

Name _____ **Title** _____

Signature _____ **Date** _____

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

RFP PUR-007-23

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

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 J – LETTER OF INTEREST TO ATTEND THE PRE-PROPOSAL CONFERENCE

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

RFP PUR-007-23

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 January 19, 2023, at 3:00)

On behalf of **(Institution Name)**, we are pleased to inform you of our intent to attend the **Pre-Proposal Conference for RFP PUR-007-23 Health and Welfare Consulting Services.**

(Institution Name) shall attend via telephone conference

Representative

Signed: _____

Printed Name, Title: _____

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

**APPENDIX K – STATE OF MARYLAND TAX CERTIFICATION
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

RFP PUR-007-23

At the time of bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Witness Signature

Date

Printed Name of Witness

Authorized Company Representative Signature

Date

Printed Name of Authorized Company Representative

Title

**APPENDIX L – CERTIFICATION OF COMPLIANCE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

RFP PUR-007-23

All Contractors, subcontractors or vendors must abide by PGCPS Board policies and regulations while working on PGCPS property.

Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or PGCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.

Be advised that individuals who are registered sex offenders are not eligible to work on any PGCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.

In the event that a registered sex offender is discovered to be working on a PGCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. PGCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or a crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State.

With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the PGCPS and Maryland State Department of Education (MSDE) requirements before doing business with PGCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current PGCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background checks are still an enforced PGCPS requirement.

Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print Name and Title of Signatory

Print Name and Title of Company

END OF ATTACHMENT L

**APPENDIX M – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

RFP PUR-007-23

All vendors interested in conducting business with Prince George’s County Public School (PGCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with PGCPS. Please note that all vendors must comply with PGCPS’s conflict of interest certification, as stated below. If a vendor has a relationship with a PGCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a PGCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No PGCPS employee or the employee’s immediate family member has an ownership interest in the vendor’s company, or is deriving personal financial gain from this contract.
2. No retired or separated PGCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor’s company.
3. No PGCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to PGCPS employees to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for PGCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between PGCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of PGCPS employee(s) or immediate family member(s) with whom there may be a potential conflict of interest. <i>If there is no conflict of interest, write “N/A” and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor’s company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date _____

Printed Name of Vendor Authorized Representative _____

EXHIBIT 1 – HEALTH AND WELFARE BENEFIT CONSULTING TECHNICAL QUESTIONNAIRE

HEALTH AND WELFARE BENEFIT CONSULTING SERVICES

RFP PUR-007-23

Organizational History and Account Management:

1. Provide an overview of your company, including ownership and changes of ownership or strategic alliances in the last 3 years and other lines of business of the company. Include all the types of Health and Welfare Benefit Resources consulting services you provide, the length of time your company has provided these services, and the number of staff in your organization by employee classification, i.e., executive, analysts, administrative, support, etc.
2. PGCPS requires a primary contact that has more than 10 years of experience in the insurance/employee benefit industry and a minimum of 5 years consulting experience with companies of 10,000 employees or more. Confirm your ability to meet this requirement and provide the resume of the account executive that will perform this role.
3. The Offeror's consultants who will be assigned responsibilities for the performance of any of the described benefit services under the contract must have the education, experience, knowledge, skills and qualifications necessary to perform the services for which they will be responsible. Specify the primary contact individual for each major area of service in this proposal and include his/her resume. Describe how this person will function within your organization to provide the requested services in coordination with the primary contact and other elements of your organization. Provide the resumes for primary consultants and second-tier staff to provide services under this contract.
4. Detail the qualifications of the actuary or actuaries that will perform plan analysis and projections for the PGCPS plans.
5. Provide information about any services that, if tasked, you will sub-contract. Detail how your company will be responsible for sub-contractor performance.
6. Provide reference names and contact information for three (3) public sector employers with over 10,000 employees for whom you currently provide consulting services.
7. Provide names, contact information, and reason for termination for three (3) former clients who have terminated contracts or otherwise officially ended consulting arrangements with your firm.
8. Describe your understanding and experience related to the public procurement process in Maryland.
9. Describe how your firm informs clients about changes in relevant legislation, innovation and technology in the employee benefits space. Include internal company resources such as databases, meetings, conferences and other external training sources.
10. The offeror shall provide an income statement and balance sheet from the most recent reporting period.
11. Describe your company's resources for legal issues such as compliance with government regulations.

Health Plan Support

12. Describe your experience related to drafting, managing, and coordinating RFPs for employer sponsored health plans (medical, dental, vision, pharmacy, life and disability insurance), including details about your database (if any) for providing comparisons with other employer sponsored health plans. As noted in the RFP, PGCPs plans to put its Medical and Pharmacy Benefit Management plans out to bid in 2023.
13. Explain your methodology for supporting annual self-insured plan renewals, rate setting, and trend analysis.
14. What is your approach to assisting public employers with analysis and management of data for self-insured medical plans and staff model HMOs, including specifics related to analyzing claims history and expenses and budget projections?
15. Describe your involvement with public employer procurement processes for health plans in Maryland, including involvement and experience of staff that will be assigned to PGCPs under this contract.
16. Briefly describe 1 or 2 employer health plan designs currently being considered, explored, or recommended for proposed on behalf of clients of similar size and scope as PGCPs.
17. Briefly describe your thoughts and approach related to evaluating the value of introducing a Consumer Driven Health Plan (CDHP) to the PGCPs benefit offerings, including how a CDHP impacts existing plan options.
18. Briefly share your approach to assisting clients on communicating benefit offerings to employees and retirees during open enrollment and throughout a plan year.
19. In light of PGCPs current plan design, and considering current health care trends, what mix of health plan(s) offerings would you recommend to an employer with 20,000 employees and 10,000 retired plan participants?
20. How would you recommend that PGCPs deal with cross subsidies that exist between the active and retired self-insured health plan rates, as well as between individual, two party and family rate tiers. Vendors can access the current PGCPs employee and retiree rate schedules at <https://www.pgcps.org/offices/benefits/open-enrollment>.
21. When and why should a public employer incorporate stop loss protection into its funding strategy?
22. What is your philosophy on setting stop-loss limits for an employer similar in size and scope to PGCPs?
23. Has your firm ever recommended or considered the advisability/feasibility of self-funding stop-loss coverage?
24. Describe your company's view of the role wellness programs play in controlling health care costs. What resources or support do you offer clients around wellness initiatives?

25. Explain your company's approach for analyzing benefit plan offerings, benchmarking and strategic review of programs.
26. Describe any benefit administration services your firm proposes to provide to PGCPs, including all compliance and regulatory support, open enrollment, IRS reporting, benefit compliance audits, administration and distribution of required notices, SBC's, vendor management, solicitation management, and any other service your firm intends to provide.
27. Describe your approach to conducting Pharmacy Benefit Manager (PBM) Market-Checks, including how often a client should undertake a PBM Market-Check.
28. Describe your experience designing and rolling out a comprehensive cafeteria plan for public sector employers. Provide information about your role with design and implementation strategies, including communication.
29. How does your firm monitor and communicate to clients the changes to Federal, State, and Local plan regulations and assist them in ensuring ongoing compliance?
30. Briefly describe your organization's philosophy regarding retiree medical and pharmacy benefits for pre-Medicare and post-Medicare retirees and their covered dependents.
31. Provide a brief overview of your organization's experience as it relates to providing retiree medical and pharmacy solutions for retiree populations, including, but not limited to, consideration of Medicare Part D options, Employer Group Waiver Plans, Medicare Advantage plans and public exchanges.
32. Outline your approach for advising large public sector clients considering retiree health plan design changes, including addressing changes in assumptions, health plan design, eligibility rules, and the cost management of such plans.
33. Describe your experience with procuring group term life insurance coverage for public sector employees and retirees for groups covering at least 20,000 lives.
34. When, and how often, would you recommend a Public Employer place its life insurance plans out to bid?
35. What experience considerations would cause you to recommend re-bidding life insurance programs in the middle of a contract term?
36. What is your experience negotiating life insurance renewals? Please provide an example of how such negotiations have resulted in changes in proposed/expected rates?
37. Under what circumstances would you recommend funding of a large employers' life insurance plan(s) on a participating vs. a non-participating basis.
38. Briefly describe your experience assisting with the evaluation of Long-Term Disability coverage options and pricing.
39. Describe your experience assisting employers in evaluating a deferred compensation 457(b) or 403(b) plans, including plan design, investment options, financial planning services and employee education.
40. What experience have you had with consolidating the number of providers and investment options?

41. Outline the compliance support you make available to your clients, including review and updating of plan documents, wrap documents, and contract review.
42. Describe your process for evaluating government mandated benefits or benefit provisions and assisting your clients with complying with mandates.
43. Describe your approach to stewardship.
44. Describe your consulting practice capability for assisting clients with designing benefit communications, including but not limited to open enrollment support.
45. Provide at least two different sample communication pieces (not two pieces from the same project) and explain the development process for each. Identify the roles handled by the client and by your firm.
46. What other communication support do you routinely provide your clients?
47. Describe your experience and expertise in the following aspects of auditing services for plan/claims administrators:
 - a. Industry data and information including predictive modeling outcomes
 - b. Plan design considerations
 - c. Eligibility processes
 - d. Claims processing (capabilities, accuracy, speed, staffing and infrastructure)
 - e. Clinical services/programs, including prior authorization, certification of second opinion, case management, quality and population health
 - f. Data management, integration, and sharing
 - g. Audit rights/procedures
 - h. Coordination of benefits/recovery of overpayments
 - i. Medicare coordination of benefits
 - j. Claims subrogation activities
 - k. Performance guarantees and fees-at-risk
 - l. Claims reconciliation
48. Describe how your firm conducts a claim audit and operations review. Be specific about onsite activities, review criteria, review methods and process, required documentation, and the degree of involvement of PGCPS resources.
49. Provide a sample of a typical audit work plan.
50. Provide an example (redacted) of an audit report that is the result of a claims audit your performed.
51. Describe two examples of specific recommendations for corrective action your firm has provided to a client as a result of a recent audit. Include specific examples of recommendations you feel were the most effective and produced the most tangible results.
52. Describe any aspects of your audit process that may be unique to your organization and that distinguish your organization in providing such services.
53. Provide a brief overview of your firm's Benefit Administration outsourcing experience, if any.

54. How many years have you been providing these services?

55. Detail your experience implementing benefit platforms for clients of PGCPSS size.