



## PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org  
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

### INVITATION FOR BID (IFB) Athletic Field Maintenance & Lawn Services

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<b>ISSUED BY:</b>	<b>The Department of Purchasing &amp; Supply Services Attention: Kania Barnhardt, Building Services Procurement</b>
<b>IFB NUMBER:</b>	<b>IFB DBS045-23</b>
<b>RELEASE DATE:</b>	<b>February 6, 2023</b>
<b>PRE-BID MEETING:</b>	<b>Not Applicable for this Solicitation</b>
<b>QUESTIONS DUE DATE/TIME:</b>	<b>February 14, 2023 @ 2:00 p.m.</b>
<b>BID DUE DATE/TIME:</b>	<b>March 6, 2023 @ 2:00 p.m.</b>
<b>DIRECT INQUIRIES TO:</b>	<a href="mailto:kania.barnhardt@pgcps.org">kania.barnhardt@pgcps.org</a> <a href="mailto:eyvette.wright@pgcps.org">eyvette.wright@pgcps.org</a>

#### **To All Prospective Bidders:**

Prince George's County Public Schools (PGCPS) is soliciting sealed bids from qualified vendors in response to **IFB DBS045-23**.

#### **Solicitation Documents may be obtained by:**

- Download the solicitation by accessing the Prince George's County Public School Board's website at the following link: <https://offices.pgcps.org/purchasing/bids.aspx>
- Download the solicitation by accessing eMaryland Marketplace link: <https://ebidmarketplace.com/>

Please respond according to the instructions provided in the IFB. Bidders are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render a Bidder's bid unacceptable and subject to rejection.

The Department of Purchasing & Supply Services is not responsible for information obtained from sources outside the Prince George's County Purchasing Office, including downloads from the County web-site. Vendors are directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office for instruction. **If the Bidder has questions, they must be in writing and directed to the point of contacts specified.** Failure to adhere to this requirement may subject the Bidder to immediate disqualification.

IFB DBS004-23 Athletic Field Maintenance and Lawn Services



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### **PART I: INTRODUCTION AND BACKGROUND:**

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. Prince George's County Public Schools (PGCPS), one of the nation's 20th largest school districts, has 208 schools and centers, has approximately 131,657 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

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.

#### **1. PURPOSE**

The Board of Education of Prince George's County (The Board) is issuing this Invitation for Bids (IFB) to provide **Athletic Field Maintenance & Lawn Services** as defined in Part III, Scope of Work. These services are to be performed principally for the Department of Building Services, however services may be requested by other Departments within the Prince George's County Public School system.

#### **2. SUMMARY OF SERVICES**

During the season, the field maintenance will be coordinated with athletic events; and timelines must be met for varsity competitions (24 hours prior.) The ability to complete the lining of the fields for athletic events is a requirement of this contract. Contractors must demonstrate proper lining of football, lacrosse, soccer, baseball and softball fields prior to the start of each season in preparation for inspection by the Board Representative (Ground Shop Planner) and the Supervisor of Interscholastic Athletics. Contractors must provide batter's box template for baseball (4'x6') and softball (3'x7'). Additional services performed may include emergency service calls for repairs on an as needed basis. The bidder shall be fully qualified and properly licensed to install the items listed in this IFB. Bids that do not meet all requirements will be considered non-responsive. All exceptions must be noted.

#### **3. NON-EXCLUSIVE**

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

#### **4. BIDDERS 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:



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*“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 bidder or Bidder which has submitted a bid. 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.”*

## 5. PERIOD OF PERFORMANCE

The term of this Contract begins on the date the Notice of Award is signed by both the Bidder and The BOARD (the “Effective Date”) and shall continue for a period of three (3) years (“Initial Term”). In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) one-year option periods successive (each a “Renewal Term”) at the prices established at contract award. “Term” means the Initial Term and any Renewal Term(s).

## 6. OPTION TO EXTEND SERVICE

The Board may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months.

## 7. CONTRACT TYPE

The contract resulting from this solicitation shall be Firm Fixed Price. Vendors are encouraged to partner with local bidders or firms if they don’t meet all the required expertise or MBE requirements. Subcontractor and or teaming partner information shall be included in response.

## 8. CONTRACT MONITOR/BOARD SUPERVISION

The Bidder’s performance will be under the direction of the Procurement Department ensuring the bidder’s compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Bidder shall be accountable to the end users on all matters relating to the scope of work.

### PROCUREMENT CONTACTS

Eyvette Wright  
Building Services Procurement Supervisor  
[eyvette.wright@pgcps.org](mailto:eyvette.wright@pgcps.org)

Kania Barnhardt  
Building Services Procurement Clerk  
[kania.barnhardt@pgcps.org](mailto:kania.barnhardt@pgcps.org)

### TECHNICAL CONTACT

Orlando Whittington, Bldg Svcs.  
*(Do Not Contact)*



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## PART II: INSTRUCTIONS TO BIDDERS

### 1. BIDDER KNOWLEDGE OF TERMS AND CONDITIONS

Before submitting bids, bidders should acquaint themselves with all State and Federal governing laws, ordinances, etc. and otherwise familiarize themselves with all matters, which may affect the bid. The act of submitting a bid shall be considered as meaning that the bidder has so familiarize themselves; therefore, there shall be no misunderstanding or lack of information. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.

All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be provided electronically.

### 2. BID SCHEDULE

The Solicitation milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

	Solicitation Milestones	Milestone Date and Time
1	Issue IFB Solicitation	<b>February 6, 2023</b>
2	Pre-Bid Conference	Not Applicable
3	IFB Questions Due Date and Time	<b>February 14, 2023, 2PM</b>
4	IFB Sealed Bid Due Date and Time	<b>March 6, 2023, 2PM</b>

### 3. BID SUBMISSION REQUIREMENTS

In order to be eligible, bids must be received via eMaryland MarketPlace Advantage (eMMA) no later than **2:00 p.m. on March 6, 2023**.

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 ecommerce website eMaryland Marketplace Advantage (eMMA).

The electronic bid submission shall show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts and commit the company. Bidders shall retain one (1) original copy of the bid for their files. PGCPS *may* request the original notarized documents that were posted electronically before final award execution.

### 4. BIDDER MARKINGS

All bids shall be submitted without redactions. All sections of the bid that are considered Confidential or Proprietary shall be clearly marked within the bid. The Bidders' shall provide justification for any and all confidential or proprietary information. Justification must be on a separate piece of paper and submitted with the Technical Bid.



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### 5. BIDDER SUBMISSION LAYOUT

The completed bid documents(s) should be without interlineations, alterations, or erasures. The bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. The submission layout will include four (4) parts:

- Volume I - Technical
- Volume II - Cost
- Volume III - Minority Business Enterprise (MBE)
- Volume IV - Appendices

### 6. BIDDER DELIVERY AND ENVELOPE PACKAGING

The bidder shall deliver their bid electronically through eMMA and package their bid in two separate eMMA envelopes as noted below.

#### a. VOLUME I - TECHNICAL (Envelope One)

The Technical Bid shall be submitted in PDF format. Bidders shall not include any pricing. Bidder shall 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:

##### 1) TAB A – TRANSMITTAL LETTER

Bidder shall include a brief transmittal letter prepared on the Bidders' letterhead, and signed by an individual who is authorized to commit the Bidder to the services and requirements in the IFB and Bid. This transmittal letter shall include:

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract and the person who will receive all official notices concerning this IFB.
- The Bidders' Federal Tax Identification Number or Social Security Number.
- The Bidders' PGCPS iSupplier ID Number must be listed. To obtain an iSupplier ID number, you must register with PGCPS at <https://www.pgcps.org/offices/purchasing/isupplier>
- A brief statement of the Bidders' understanding of the work to be done, the commitment to perform the work, and a statement of why the firm believes it is best qualified to perform the work specified in IFB.
- A statement that the Bid is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial bids or the closing date for receipt of a best and final offer, if applicable.

##### 2) TAB B – LEGAL CLAIMS

Bidder shall identify any claims during the past three (3) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may





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be determined to be a material breach of any future agreement or contract with The Board. If applicable, the Bidder must state no claims exist.

### 3) TAB C – EXPERIENCE AND CAPABILITIES

Bidder shall prepare and present a technical Bid in such a way as to provide a straightforward description of response to experience and capabilities, demonstrate capacity to perform, qualifications, and past performance and references to satisfy the requirements of the IFB.

#### b. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE) (Envelope One)

Bidders shall submit MBE information electronically in eMMA under the Technical Bid folder in a separate file, titled as such. A **MBE goal of 15%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. 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.

By submitting a response to this IFB, the Bidder acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises, or will include a full or partial waiver of the overall goal with the Bid.

- 1) Bidders shall describe how they intend to meet the MBE goals or justify why the goal cannot be met.

#### c. VOLUME III – COST BID (Envelope Two)

The Bidder cost bid shall include all labor, delivery, materials, tools, and equipment necessary to perform the work.

All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. Bidders should not include any portion of their Technical Bid in its Cost Bid.

- 1) Bidders shall provide the Cost Bid in excel format (**Attachment A**). Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Items or costs required to provide the services and deliverables as proposed, but not identified will be the sole responsibility of the Bidder.
- 2) The Bidder shall demonstrate its financial stability. The Bidder shall include a fiscal integrity / financial statement for the last two calendar years. If the Bidder has not had its financial statements audited by an independent accounting firm, the Bidder must submit such un-audited financial statements.



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**d. VOLUME IV - Appendices (Envelope Two)**

The Bidder shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as one file and delivered under Volume IV.**

- Appendix A – Bid and Addendum Acknowledgement
- Appendix B – Past Performance and References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Bid Form
- Appendix H – MBE Form
- Appendix I – Certificate State of Maryland Tax Certification
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form

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



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### PART III: SCOPE OF WORK

#### 1. OVERVIEW

The Board requests sealed bids to provide **Fire Alarm, Fire Hydrants, And Sprinkler Systems Inspection, Testing and Repairs**. The Bidder will provide inspections, testing and repair services at various Prince George's County Public Schools.

The term Bidder shall be defined as an individual, partnership, or corporation which submits a bid in response to this IFB.

PGCPS will issue a single award contract. All Bidders are at the responsibility of the Subcontractor. The bidder shall be responsible for obtaining any applicable licenses/permits and provide all necessary labor, materials, equipment to complete the work. The bidder shall perform all work in compliance with the recommended manufacturers standards and laws.

The technical specifications are contained in the invitation for bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

#### 2. BIDDER QUALIFICATIONS STATEMENT

Each bidder **must provide a qualifications statement** detailing scope, experience and qualifications to receive a contract for this work.

- a. All staff assigned to perform work on this contract must comply with PGCPS fingerprinting policy. See sections PART IV: GENERAL TERMS AND CONDITIONS
- b. The bidder must provide copies of certifications or licenses for dedicated **qualified technicians** that are applicable for athletic field maintenance and lawn services under the IFB.
- c. Each bidder shall be qualified by experience, financing, organization, scheduling and coordination ability, and shall demonstrate the necessary labor and equipment to perform the work called for in the IFB. **In order to be qualified, bidder must have a minimum of five (5) years of related experience.** The bidder shall have experience with work of similar type and size to PGCPS and such experience shall be based upon projects that have been completed by the bidder within the last five years. **Bidder shall provide a three (3) performance references.**

#### 3. TECHNICAL REQUIREMENTS

- a. The Contractor shall furnish all necessary supervision, labor, vehicles, materials and equipment necessary to perform efficient and effective infield maintenance, painting, mowing, lining and inspection services for existing athletic fields located throughout the Prince George's County Public School System. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times. The areas of work include:
  - 1) The grass area inside and outside the track oval for all football fields, and around stadium bleachers;



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- 2) The grass area inside the playing areas for all softball/baseball and soccer fields;
  - 3) Mowing of all grass within highlighted areas indicated on site maps.
- b. Mowing equipment will be commercial in nature, designed to maintain fine turf. Farm tractors with pull-behind mowers, etc., are not acceptable to mow the turf.
  - c. In order to provide accurate pricing, all Bidders are expected to review associated Google Maps of each site locations (Attachment B).
  - d. The Contractor must provide to the Board Representative (Ground Shop Planner and Ground Shop LEAD) cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.
  - e. Work is to be completed in a timely workmanlike manner: fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage and to maintain any program disruptions to a minimum.
  - f. Work must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
  - g. Quality Assurance – Work performed under this contract shall be performed with bona fide, full-time employees of the Contractor. Appropriately licensed trade persons shall perform all trade work.
  - h. All visitors must report to and register (sign in) at the School's main office. Bidder shall visit the site and become informed fully as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of his/her obligation to supply all material and labor necessary to carry out the provisions of the contract documents at the price(s) bid.
  - i. Where the specifications require field measurement, the Contractor shall perform the measurement and the Board assumes no responsibility for error in measurement. The bidder shall be expected to provide the item or material specified and to make good any situations which arise from error in measurement.
  - j. Site visits shall not be made after regular working hours, on Saturdays, school holidays or legal holidays, unless previously agreed to by the PGCPS Representative (Ground Shop Planner.)
  - k. The Contractor is liable for damages caused by them in executing this contract. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be re-sodded; damaged shrubs and trees shall be replaced. The contractor is responsible for contacting the Board Representative (Ground Shop Planner) prior to departing the premises. Otherwise, the contractor will be notified of said damage in writing with a request to rectify the situation in a timely manner. Failure to repair or reimburse PGCPS for the damage may result in the contractor's insurance carrier being notified, a citation for non-



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performance being added to their file, and recovery of the repair/replacement cost deducted from any payments due to the contractor.

- i. Occasionally, new sites are added to the contract. The terms and conditions of this bid will apply to any new sites. PGCPS also retains the right to remove a site from the contractor at any time and for any reason.
- m. Additional or separate charges for preparation or travel time between sites are not acceptable. All general and administrative charges are to be included in the bid prices.
- n. If school personnel requests that a contractor perform services beyond the original scope of this bid, you must contact the PGCPS Procurement Representative immediately to obtain approval prior to performing this service. Unauthorized services will not be paid.
- o. The Contractor will handle start up and shutdown of irrigation system.
- p. PGCPS will provide contractor’s access to the Field Maintenance Schedule in Google Docs. The Field Maintenance Schedule is required to be completed at the beginning of each week. The contractor must indicate the date and type of service being completed for that week. All adjustments, cancellations or re-scheduling of service due to inclement weather must be updated in Google Docs as soon as possible. Failure to maintain the Field Maintenance Schedule in Google Docs may result in nonpayment of invoice and grounds for contract termination.

## 4. MAINTENANCE SERVICES REQUESTED

### a. Baseball/Softball Infield Maintenance

- 1) Scarifying is defined as: To loosen the top ½” to 1” portion of the “dirt.” This can be done with a “nail drag,” and should be done in alternative directions every other week, clockwise, then counter clockwise. When scarifying, the operator should stay 6” away from the grass edge with the machine and drag, so as not to build up a “lip” of infield dirt along the edge. This 6” area is to be done by hand with a rake.

Scarifying	Mar	Sept - Nov
High School	2x's Weekly	Monthly
Middle School	2x's Weekly	Monthly

- 2) Mat/fine dragging is defined as: To be done immediately after scarification. This must be done with a drag designed for fine dragging of infields. This is also to be done in alternating directions every other week. The combination of scarifying and fine dragging will enable the smoothing of the infield to within ½” over 10’.

Mat/Fine Dragging	Mar	Sept - Nov
High School	2x's Weekly	Monthly
Middle School	2x's Weekly	Monthly

- 3) Mound and Home Plate Repairs is defined as: The mound and home plate areas will show signs of wear, with holes as much as several inches deep. These areas are to be



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scarified and re-filled with infield mix soil from the surrounding area and then tamped firm.

Mound & Home Plate Repairs	Feb 15 - Mar
High School	2x's Weekly
Middle School	2x's Weekly

- 4) Chalking foul (fair) lines is defined as: Foul (fair) lines are to be lined each week after dragging. The portion of the foul/fair line extending into the outfield can be either chalked or painted; either method is acceptable. These lines shall be no less than 2" but no greater than 3" wide and within 1/2" over 10' length of being true (straight). Lines are to extend a minimum of 325' for baseball and 250' for softball into the grass outfield area.

Chalking Foul Lines	Feb - Mar
High School	2x's Weekly
Middle School	2x's Weekly

- 5) Edging is defined as: Edging of all grass/skinned areas is to be done monthly. This is to be done to crisply define the skinned portion of the field. Any resulting grass or debris is to be disposed of. A string line is to be used to ensure straight edging and a true radius. Use of a grader box is required.

Edging	Feb 15 - Mar	Sept - Nov
High School	1x Per Month	1x Per Month
Middle School	1x Per Month	1x Per Month

- 6) Weeding is defined as: Weeding of the skinned area is to be done monthly. With weekly dragging, it is inevitable that some grass and/or weeds will germinate in the infield area. They will be removed either manually or with approved herbicides 2 times per year (Round-up Pro or other approved rapid drying non-selective herbicide). Spraying must comply with the Integrated Pest Management Program (IPM), and with all the additional airspace notification requirements of the State. Trim trees and bushes on baseball and softball fence lines. Keep a minimum of 3' cleared behind the fence.

- a. Contractor must supply a current copy of their State Pesticide Applicators License in Ornamentals and Turf with this bid.

Weeding of Skinned Area	Feb 15 - Mar	Sept - Nov
High School	1x Per Month	1x Per Month
Middle School	1x Per Month	1x Per Month



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Spraying	Sept – Jan 31
High School	2x's per year
Middle School	2x's per year

7) Yearly Maintenance is defined as: The “lip” area (the edge between the dirt and the grass) is to be removed and repaired, so as to create a smooth transition between the infield and the outfield. This requires removing 3’ of sod, re-grading “lip” area and replacing with new sod. The mound and home plate areas will require new clay material that will be properly applied and tamped (300 pounds per field). The rest of the infield requires a minimum of 8 tons and up to 10 tons of infield mix and 3 ton of calcified or vitrified clay. This infield mix is to be approved by Ground Shop Planner before application. The infield is to be worked up to a depth of 2”, new materials incorporated, dragged smooth (within ½” over 10’) and rolled tight. In addition, **a new home plate and pitching rubber supplied by the school is to be installed**, if needed.

Yearly Maintenance	Sep - Mar
High School	1x During Period
Middle School	1x During Period

b. Football, Lacrosse and Soccer Field Line Painting

1) Lines are defined as: The lines are to be 4” wide and within 1” over 10’ of being straight or true. The field sizes may vary from site to site, so specific dimensions are required. An official size soccer/football field will take as much as 10 gallons of paint. Lines shall be painted

- i. Add “Hash Marks” to football field line markings (use stencils from Pioneer)
- ii. Field paint color (Pioneer Max TKO Premium)
  - Soccer: White
  - Football: White
  - Lacrosse: Boys Field White
  - Lacrosse: Girls Field White

2) Paint is defined as: **Pioneer Athletic Brite Stripe Field Marking Paint**. The paint is to be applied with a professional striper. Upside down aerosol cans are NOT acceptable. The vendor is responsible for purchasing the paint.

Line Painting	Mar - May	Aug 15 - Nov
High School – Football	N/A	2x's Weekly
High School – Lacrosse	2x's Weekly	N/A



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High School – Soccer	N/A	2x's Weekly
Middle School – Soccer	1x Weekly	N/A

### c. Core Aeration and Over-Seeding Services

- 1) Contractor is responsible for locating and marking all sprinkler heads prior to aeration to prevent damage. Contractor will be responsible for any damage caused to irrigation system.
- 2) Seed to be used in the spring for cool season fields will be Bermuda grass. Rye will be used for over-seeding in the fall/winter. The seed will be Maryland Certified using State recommended varieties. Seeding will be by the pound for over-seeding and for bare areas. For bare areas, Bermuda grass will be 1 ½ lbs. /1,000 square feet and Rye will be 5 lbs. /1,000 square feet. The seed mixture will be approved by the Ground Shop Planner.
- 3) The seeding must be done by mechanical means and slicing is preferred.
- 4) The seeding rate shall be at 6 lbs. /1,000 square feet over each field area.
- 5) Deep tine must be capable of penetrating to a depth of no less than 8” and no greater than 12”.
- 6) Tine shall be ¾” diameter
- 7) Machine must be piston or hydraulic driven, ex. “Verti Drain.”

Core Aeration	March	September
High School	3rd Week	2nd Week
Middle School	N/A	2nd Week

### d. Mowing Services

- 1) Mowing services shall include all athletic facilities inside of fence line, including practice fields, underneath stadium bleachers, back stop and around concession area. Mowing services shall also include grassy areas surrounding various courts, up to and beyond fence lines that are within the red highlighted area of the attached Google Maps.
- 2) Pre-mowing trash pick-up and disposal from the mowing site.
- 3) Mowing height for all turf areas shall be 2 to 3 inches, and shall occur frequently enough to not cut more than 50% of the leaf. An approximate rotation of 7 days in spring and fall will be observed. Any resulting “clumps” shall be dispersed.
- 4) A minimum of 26 mowing’s shall occur per site, per year. During summer months, grass shall not be cut in its dormant state. Vendor shall consult with the PGCPS Representative (Ground Shop Planner) if uncertain of dormant state prior to services. All adjustments must





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be updated in the Field Maintenance Schedule in Google Docs. **PGCPS will not pay for unnecessary grass cuttings.**

- 5) All debris generated from mowing and trimming shall be cleaned up and removed from area.
- 6) Care must be given to the irrigation system and the track surfaces so no damage will be incurred during the service.
  - i. The path that the mowers take across the track to the field must be covered with plywood or a track protection cover such as Covermaster Cross-Over Zone or equivalent. No motorized vehicles of any kind are to be driven on bare track surface.
  - ii. Leaf blowers must be used to remove clippings from track and all other hard surfaces. Lawn mowers are NOT to be used as leaf blowers.

Mowing Services	Sep - Mar
High School	1x Weekly
Middle School	1x Weekly

## 5. INSPECTION

All work shall be subject to inspection and approval by the PGCPS designated representative to ensure that a high quality of work is performed. The PGCPS designated representative will stop the project work if all project specification requirements are not met. All corrections shall be completed as soon as the Board notifies the contractor at no additional cost to the Board.

## 6. UNFORESEEABLE CONDITIONS

Should an unforeseeable condition arise, the Contractor shall immediately contact the Building Service Representative for guidance and resolution of the matter while on site.

## 7. DAMAGE

Damage by the Contractor to any person or adjacent surfaces, shall be repaired and or compensated by the Contractor. If possible, the contractor shall rearrange or work around the unforeseeable condition if possible.

## 8. VANDALISM/THEFT

It shall be the sole responsibility of the Contractor to protect and safeguard materials and/or equipment. PGCPS shall not assume any responsibility for vandalism or theft of the contractor's materials, products, and/or equipment. The Contractor shall obtain permission from the PGCPS Building Services Supervisor or its designee before storing materials/equipment on PGCPS premises.

## 9. IMPLEMENTATION TIMEFRAME

No work shall not commence prior to receipt of a Purchase Order or authorization to proceed has been given by the Procurement Department. The PGCPS Building Service Supervisor or its



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designee *may* authorize work to start prior to receipt of a Purchase Order only **in the case of an emergency** in order to meet critical timelines.

### 10. PROJECT WORK QUOTATIONS

The Contractor shall be notified by the PGCPS designated representative to make repairs as required. No repairs shall be made without prior PGCPS authorization. PGCPS will not pay for any non-authorized repairs. Repairs will be time and material.

- a. The Contractor shall be responsible for field, verifying all conditions prior to implementation of the scope of work for each project.
- b. Contractor shall provide quotations for each project undertaken. Contractor shall break down all costs associated with the specific project work. Breakdown shall consist of separate line items for labor according to employee title, number of hours anticipated to complete the work for each employee, and materials. Lump sum quotations that do not provide the breakdown as detailed above shall not be accepted. Separate unit prices for materials and labor shall be applied to projects as requested by PGCPS.
- c. The PGCPS project coordinator or their designated representative must authorize all repairs. The Contractor shall provide and include in their bid prices, all necessary equipment, tools, and miscellaneous truck stock to complete the repairs. The Contractor shall bill only for the hours worked at the PGCPS location. PGCPS will not pay for travel time to and from the location.

### 11. MATERIAL MARK UP

The Contractor may be required to provide materials, rental equipment, and subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment, and/or subcontractors, the compensation will be based on the actual cost of the equipment rental and/or subcontractors and shall not exceed a **10%** markup. Invoices, which include materials, and equipment rental, or subcontractor charges shall be accompanied by supplier's/subcontractor's original invoices to substantiate cost to Contractor. The Contractor shall make every attempt to obtain the lowest price for the materials and equipment rental equipment.

### 12. WARRANTY

The successful bidder shall, without undue delay, make any necessary adjustments, replacements or repairs, to the satisfaction of the Board, without additional costs.



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### **PART IV: BID EVALUATION AND AWARD**

#### **1. BIDDER RESPONSIBILITY**

Only bids that are submitted via eMMA will be utilized during the evaluation process. Bids that are not submitted via this portal will be ruled non-responsive. No Bidder, including any of their representatives, subcontractors, affiliates and interested parties shall not contact any member of the Committee or any person involved in the evaluation of the bids. All inquiries related to this procurement must be handled by the procurement officials identified on the cover page. Failure to comply with this directive may, at the sole discretion of the Board result in the disqualification of a Bidder from the procurement process.

#### **2. BID EVALUATION CRITERIA**

The Bids will be evaluated based on the Total Bid Price by Group. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price by Group as submitted on the Attachment A – Cost Bid Form.

The evaluation criteria include Bidder responsiveness, demonstration of capability to perform, price factors, and responsibility. The evaluation will be based on the process described herein. The Board reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Cancel an IFB and re-solicit bids; and/or (4) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved.

#### **3. EVALUATION PROCESS**

The evaluation will be based on the process described herein.

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

The award will be issued without discussion to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the IFB, and is either the most favorable bid price or most favorable evaluated bid price. If for any reason, the bid cannot be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and is the most favorable evaluated bid price, the recommendation shall be approved by the Board prior to awarding the contract.

*The selection committee will review bids on a pass/fail basis*

- a. RESPONSIVE means a bid or proposal submitted in response to an Invitation for Bids or Request for Proposals that conforms to all material aspects of the requirements contained in the Invitation for Bid or Request for Proposals.
- b. RESPONSIBLE means a person or entity that has the capability in all respects to fully perform all aspects of the contract with integrity and reliability that shall assure good faith performance.



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### 4. AWARD DETERMINATION

Award will be made to the responsible Bidder(s) who submits a responsive Bid that has the lowest Total Bid Price by Group. There is a total of six (6) Groups. **Bidder must bid on all Groups.** The Board reserves the right to make the award by item, or groups of items, or Total Bid Price if it is in the best interest of the Board.

Bidders are also requested to offer a firm unit price for Alternate Maintenance services NOT SPECIFICALLY INCLUDED IN GROUPS # 1-6. The fixed unit price will not be part of the evaluation for award but can be used to compete work among awardees when a need for alternative service(s) arise.



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### **PART V: GENERAL TERMS AND CONDITIONS**

#### **1. PARTNERSHIPS**

Bids by partnerships shall 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.

#### **2. CORPORATIONS**

Bids by corporations shall 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 on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

#### **3. CERTIFICATES AND AFFIDAVITS**

All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the bid pages of this specification. 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 Small Business Enterprise affidavit.

#### **4. SPECIAL SAMPLES WITH CERTIFIED APPROVAL**

Bidders *may* be required to submit 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 bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested if applicable.

#### **5. BID PREPARATION FEES**

The Board will not be responsible for any costs incurred by a Bidder in preparing and submitting a bid in response to a bid.

#### **6. BID EVALUATION FACTORS**

While the specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the IFB. Bids shall consider the lowest responsive and responsible Bidder in relation to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder 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 Bidder's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

#### **7. BID AWARD APPROVAL**

The contract is to be awarded to the responsible and responsive bidder(s) whose bid meets the requirements and evaluation criteria set forth in the invitation for bids, and is either the most favorable



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bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. The award may be subject to final review and approval by the Board.

Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the Board. The Award of this contract will not be final and complete until after: (1) Registered in PGCPS iSupplier, (2) the Bidder submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.

### 8. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

- a. An interested party (bidding of standing or bidder) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or bidder that their bid or bid will be rejected.
- b. 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.
- c. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
  - i. The name address and telephone number(s) of the protester.
  - ii. Identification of the solicitation
  - iii. Statement of reasons for the protest
  - iv. Supporting documentation to substantiate the claim
  - v. Proposed remedy to resolve

### 9. APPEAL OF CONTRACT AWARD DECISION:

The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

- a. 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.
- b. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.



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- c. 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.
- d. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e. The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

### 10. COMMENCEMENT OF SERVICES

The Board shall have no obligation to pay for services performed before the Notice of Award is executed; Board approves the contract or after the contract 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.

### 11. ADDENDA

- a. 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 in writing via email to Procurement Department points of contacts identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Bidder from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award

### 12. 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 participants.

Bid 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 bid 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.

### 13. TERM OF AGREEMENT

The anticipated initial term of this contract shall be **three (3) years**. The term of renewal shall not exceed **two (2) one-year option periods**.



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- a. The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract.
- c. The Board expects all vendors to provide cost reductions recommendations.
- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the bidder/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the bidder/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f. 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.

### 14. PRE-BID MEETING

A pre-bid meeting will not be scheduled for this Solicitation

### 15. PAYMENT TERMS

The Bidder 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 and confirmation of receipt of services and or goods.

Invoices and supporting documentation must be submitted to Accounts Payable at 14201 School Lane, Room 130, Upper Marlboro, MD 20772. Invoices are to be submitted after the work has been completed.

Invoices must include the following, or they will be returned and payment will be delayed:

- a. Purchase Order Number
- b. Detailed Group billing (itemized individual location within Group)
- c. Date(s) of service
- d. Service performed
- e. Total dollar cost of service per location

**Invoices lacking detailed billing information and confirmation of receipt of goods and or services will be returned to the contractor for corrections; thus, causing a delay in payment.**

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





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### 16. DURATION OF OFFER

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

### 17. MINORITY BUSINESS ENTERPRISE PROGRAM

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. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at: <https://www.pgcps.org/offices/general-counsel>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments.

- a. This program 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 Bidders for the applicable procedure will be attached to each response.** The "Minority Business Enterprise Utilization Affidavit" MUST ALSO BE submitted AT THE TIME OF SUBMISSION.
- b. The bidder or supplier who provides materials, supplies, equipment and/or services for this IFB shall attempt to achieve the specific overall MBE goal of 15% percent of the total dollar value of the contract established for each project. All prime bidders, including certified MBE firms, when submitting bids as general or prime bidders, 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.
- c. 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.
- d. The Board of Education of Prince George's County strongly encourages its Bidders 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's good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince



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George's County. Documentation of good faith efforts shall be required to be submitted in the sealed bid or proposal.

- e. 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.

### 18. 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.

### 19. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

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

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

### 20. E-COMMERCE

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 ecommerce website eMaryland Marketplace Advantage (eMMA). All Bidders are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

### 21. INSURANCE

All Bidders shall complete and sign the attached Certificate of Insurance with their technical bid per the attached insurance requirement form (See Appendix F, "Certificate of Insurance Coverage").

### 22. CYBER LIABILITY INSURANCE

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

### 23. 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 reserves 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 monies owed or monies which may become due.



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### 24. FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of education who provides a service 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. The Vendor 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.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department 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. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:



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

### 25. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

If applicable, the Bidder acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Records Privacy Act (34 CFR §99);

- a. 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.
- b. Any confidential information provided by THE BOARD to Bidder, including all copies thereof must be used by Bidder 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. Bidder 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. Bidders 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.

### 26. PROTECTION OF STUDENT RECORDS

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

If required in support of the contract, the Bidder or its affiliates or subcontractor 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:

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



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- e. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically Bidder 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 Bidder or subcontractors or affiliates possess or control have been subject to a Student Records breach. The Bidder 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 Bidder or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Bidder as a service provider to THE BOARD.

### 27. LEGAL COMPLIANCE

- a. It shall be the Bidder'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. Bidder shall comply in all respects 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, bidders 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 bidder and bidder's subcontractor are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.
- c. The Board shall bear no responsibility for monitoring the Bidder's compliance with said legal requirements. Bidders' 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 Bidder.
- d. In the event of conflict between this IFB and any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, 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.
- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

### 28. EPA COMPLIANCE

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



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### 29. BONDING

- a. Bidder is not required to submit a Bid bond
- b. Bidders are required to submit a Performance bond for any single project at or over \$100,000.

**PERFORMANCE AND LABOR BOND** The successful respondent is 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 IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that is equal to or exceeds \$100,000.00 (COMAR 21.06.07.10). 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.**

The Board reserves the right to request performance and labor bond for amount over or under \$1,000.00

### 30. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Bidder 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 online 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.

- a. Bidder shall complete and submit an Appendix J, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state).
- b. 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.

### 31. PERSONAL 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



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Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

### **32. PERFORMANCE EVALUATION**

PGCPS will complete an annual evaluation of the supportive program and related services provided.

### **33. TIE BIDS**

Tie Bids will be decided pursuant to COMAR 21.05.02.14.



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### **PART VI: SPECIAL TERMS AND CONDITIONS**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid requests. It shall be the Bidder'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 Bidder's compliance with said legal requirements. If the Bidder fails to maintain legal compliance, The Board may find said Bidder in default.

#### **1. INVITATION FOR BID (IFB)**

- a. DIRECTIONS: The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit bids to this IFB 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, bidder, and/or manufacturer that wants to respond to this IFB.

#### **2. GENERAL REQUIREMENTS**

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a bid 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 IFB 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.





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- d. **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions table attached to this IFB, 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 bid 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 grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the



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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 a separate 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-CONTRACTOR:** 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-bidder(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 prior to any work performed. The information may be used in considering the potential performance capabilities of the sub-bidder(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/bidder 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



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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. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL

- 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.
- 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.
- 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 IFB. All unit prices on items shall be completed on the bid 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 bid 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 bids with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include 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.



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- 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. Vendors 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 bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29



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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.

### 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, vendors 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 bidders 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 IFB.
- 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.



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- e. OFFICE EQUIPMENT (N/A): 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 (N/A): 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. BID 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 bid 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: Hard copy of Bids must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772 if required. Vendors must submit technical and cost bids as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the bid, if so desired (or required), to provide an explanation of any detail(s) in the bid. This letter may not be used to offer optional or alternative bids 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 bids must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, IFB Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Bid. A facsimile document shall not be considered a valid response to the IFB.
- d. VENDOR ADDRESS: Each bid 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



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correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the bid in the absence of written instructions from the Vendor to the contrary.

- e. **SAMPLES:** If required as 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 IFB 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 bid.
- f. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

### 7. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. 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



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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

### 8. TERMINATION OF CONTRACT

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





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### 9. GOVERNING LAW & VENUE

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

### 10. 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, cost breakout to include labor rate (hours) and material (cost and markup), 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 Bid 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 bidders 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 bidders.



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- 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 Bidder or its employees, agents, or volunteers.
- g. **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.
- h. **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.
- i. **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.
- j. **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 bids shall not be considered a part of this Contract.
- k. **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.
- l. **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



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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.

### 11. CHANGES IN TERMS OR DELIVERY

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 bidder's control which prevent completion of service or delivery, the bidder must secure temporary contractual relief. The circumstances and duration must be stated by the bidder 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**



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX A – BID AND ADDENDA ACKNOWLEDGEMENT

### IFB DBS045-23

### Athletic Field Maintenance & Lawn Services

Note: When submitting your bid, please use this page as a cover sheet for your proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Prince George's County, Administrative or Supervisory Personnel or other employees of the Prince George's County Public Schools, has any interest in the bidding company except as follows:

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

dba: \_\_\_\_\_

REGISTERED MARYLAND BIDDER NUMBER: \_\_\_\_\_

FEDERAL IDENTIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Bidder listed above.

NAME (please print): \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE OF ABOVE: \_\_\_\_\_

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

TELEPHONE # \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS (for correspondence): \_\_\_\_\_

E-MAIL ADDRESS (for receiving Purchase Orders): \_\_\_\_\_



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The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Bidder must sign below to acknowledge receipt for each Addendum. Bidders are directly responsible for obtaining updates, changes or addendums either from eMMA web-page or by contacting the Purchasing Office for instruction.

Vendor Name: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
*(Authorized to sign on behalf of the Company)*

Addendum No. 1 \_\_\_\_\_  
Signature

Addendum No. 2 \_\_\_\_\_  
Signature

Addendum No. 3 \_\_\_\_\_  
Signature

Addendum No. 4 \_\_\_\_\_  
Signature

Addendum No. 5 \_\_\_\_\_  
Signature

**END OF APPENDIX A**



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX B – PAST PERFORMANCE AND REFERENCES

### IFB DBS045-23

#### Athletic Field Maintenance & Lawn Services

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

1. Summary of the services offered including the number of years the Bidder provided these services; the number of clients and geographic locations the Bidder currently serves, etc. and has served; and if a past customer, why the Bidder is no longer providing services
2. At least **three (3) recent past performance references** from its customers who are capable of documenting the following: a) the Bidders' ability to manage similar contracts, b) the quality and breadth of services provided by the Bidder under similar contracts.
3. Bidders shall provide information on any license(s), certifications, and training the staff may have achieved that are relevant to the IFB.

#### RECENT/PAST PERFORMANCE REFERENCES

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

• Date(s) of services \_\_\_\_\_

• Contract Awarded Value: \_\_\_\_\_

• Describe Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

• Describe Size of Project (Qualitative or Quantitative) \_\_\_\_\_

\_\_\_\_\_

• Describe Level of Complexity \_\_\_\_\_

\_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX C - NON-COLLUSION CERTIFICATE

### IFB DBS045-23

### Athletic Field Maintenance & Lawn 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 IFB or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the IFB price or price Bid of the bidder or Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within IFB or offer is submitted.

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

**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



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX D - DEBARMENT AFFIDAVIT

### IFB DBS045-23

### Athletic Field Maintenance & Lawn Services

\_\_\_\_\_ being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain bid or IFB 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):

\_\_\_\_\_

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

#### 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





# PURCHASING AND SUPPLY SERVICES

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## APPENDIX E - ANTI-BRIBERY AFFIDAVIT

### IFB DBS045-23

#### Athletic Field Maintenance & Lawn Services

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

(State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

**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



## PURCHASING AND SUPPLY SERVICES

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### APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

#### IFB DBS045-23

#### Athletic Field Maintenance & Lawn Services

The successful bidder will be required to provide insurance coverage as shown in General Conditions of IFB 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 IFB is submitted may result in rejection of your IFB as being non-responsive.



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**IF YOU ARE UNABLE TO PROVIDE A CERTIFICATE OF INSURANCE FROM YOUR INSURANCE COMPANY, YOU MUST COMPLETE THE FORM BELOW:**

BIDDER NAME: \_\_\_\_\_

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

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

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 \_\_\_\_\_



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

**Signature of:**

X \_\_\_\_\_

(AUTHORIZED AGENT’S SIGNATURE)

X \_\_\_\_\_

(DATE)

**END OF APPENDIX F**



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX G - FINANCIAL BID FORM

### IFB DBS045-23

### Athletic Field Maintenance & Lawn Services

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

TO: Board of Education of Prince George’s County

We propose to establish and maintain all services and goods identified by the Board of Education of Prince George’s County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions under **IFB DBS045-23**.

**Instructions:**

Each vendor shall provide a fixed labor rate as listed on **Attachment A – Cost Bid Form**. *Bidders must bid on all items listed or no bid*. Prices shall be fixed for the contract term and option period.

The undersigned agrees to furnish all labor, materials, and services necessary to provide Stage Curtains for The Board of Education of Prince George’s County in accordance with the attached specifications, and other related contract documentation.

**Signature of:**

X \_\_\_\_\_  
(AUTHORIZED AGENT’S SIGNATURE)

X \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(EMAIL)



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## APPENDIX H - MBE FORM

### IFB DBS045-23

### Athletic Field Maintenance & Lawn Services

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Number: \_\_\_\_\_  
\_\_\_\_\_

Ref Bid# \_\_\_\_\_

### FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE \_\_\_ PGC MWE \_\_\_ MD MBE \_\_\_ MD MWE \_\_\_

IF YOU ARE A LOCALLY BASED MINORITY BUSINESS, PROVIDE CERTIFICATION INFORMATION:

P.G. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION

### IFB DBS045-23

### Athletic Field Maintenance & Lawn Services

At the time of bid or bid for a State procurement contract of \$10,000 or more is submitted, the bidder or Bidder shall certify to the procurement officer that the bidder or Bidder 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 Bidder is a vendor of tangible personal property, the bidder or Bidder 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please type or print)



## PURCHASING AND SUPPLY SERVICES

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### APPENDIX J – CERTIFICATION OF COMPLIANCE

#### IFB DBS045-23

#### Athletic Field Maintenance & Lawn Services

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.





## PURCHASING AND SUPPLY SERVICES

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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 of company \_\_\_\_\_

**END OF ATTACHMENT J**



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## APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

### IFB DBS045-23

#### Athletic Field Maintenance & Lawn Services

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/bid 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 or immediate family member 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 \_\_\_\_\_



## **PURCHASING AND SUPPLY SERVICES**

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### **ATTACHMENT A – COST BID FORM**

**IFB DBS045-23**

**Athletic Field Maintenance & Lawn Services**

**\*\*Utilize the separate Excel Document for Response\*\***



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### **ATTACHMENT B – GOOGLE SITE MAPS**

**IFB DBS054-23**

**Athletic Field Maintenance & Lawn Services**

**\*\*Utilize the separate PDF Document to view the Maps\*\***