



# PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson | denerika.johnson@pgcps.org

13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

## REQUEST FOR PROPOSAL RFP PUR26-045 Digital Mapping Grant

**ISSUED BY:** The Department of Purchasing & Supply Services  
Attention: Travis Clarke

**RFP NUMBER:** RFP PUR 26-045

**RELEASE DATE:** May 15, 2026

**PRE-PROPOSAL MEETING:** Not Applicable

**QUESTIONS DUE DATE:** May 21, 2026, at 11:00 am EST

**PROPOSAL DUE DATE:** June 15, 2026, at 11:00 am EST

**DIRECT INQUIRIES TO PROCUREMENT:** [Travis.Clarke@pgcps.org](mailto:Travis.Clarke@pgcps.org)  
[Michelle2.Tucker@pgcps.org](mailto:Michelle2.Tucker@pgcps.org)

### To All Prospective Offerors:

Prince George's County Public Schools (PGCPS) is soliciting proposals from qualified vendors for **RFP PUR26-045, Digital Mapping Grant**

### 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://www.pgcps.org/offices/purchasing/procurement-opportunities/solicitations>
- Download the solicitation by accessing eMaryland Marketplace link: <https://emma.maryland.gov/page.aspx/en/usr/login> Please respond according to the instructions provided in the RFP. Offerors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render an Offeror's Proposal unacceptable and subject to rejection.

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

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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 Request for Proposal (RFP) to provide **RFP PUR26-045** as defined in Part III, Scope of Work. These services are to be performed principally for the **Digital Mapping Grant**; however, services may be requested by other Departments within Prince George's County Public School system.

#### 2. SUMMARY OF SERVICES

Prince George's County Public Schools (PGCPS) is seeking qualified Contractor(s) to provide comprehensive digital school mapping services for designated schools within its jurisdiction, including public charter schools, in accordance with the School Facility Mapping Grant (SFMG) requirements and the mapping standards established by the Interagency Commission on School Construction (IAC).

The selected Contractor(s) shall develop uniform, standardized digital school mapping data for each facility. Services shall include on-site data collection; verification and validation of existing building information; and the creation of detailed digital floor plans, campus maps, and associated geospatial datasets compliant with IAC standards.

The Contractor shall produce mapping data that is accurate, GIS-compatible, secure, and suitable for use by authorized stakeholders, including first responders, emergency management personnel, school safety officials, facilities management staff, and other designated school personnel.

Deliverables shall include complete digital mapping files for each facility in required formats; documentation demonstrating compliance with applicable IAC standards and SFMG requirements; and technical support necessary to ensure usability and accessibility by authorized users.

The Contractor shall provide all labor, supervision, equipment, software, project management, and related resources necessary to successfully complete the mapping services funded under the SFMG.

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### 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 Proposal.

### 4. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

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

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

### 5. PERIOD OF PERFORMANCE

The performance period for the FY2026 School Facility Mapping Grant is from July 1, 2026 (start date) to June 30, 2027 (end date).

### 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 Fixed Rate requirements. Vendors are encouraged to partner with local Offerors or firms if they don't meet all the required expertise or MBE requirements. Subcontractor and our team partner information shall be included in response.

### 8. CONTINUITY OF SERVICES

The Vendor recognizes that the services under this contract are vital to the PGCPS and must be continued without interruption and that, upon contract expiration, a successor, either the PGCPS or another vendor, may continue them. The Vendor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

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### 9. BONDING

The Offeror may be required to submit a Bid and or a Performance Bond as indicated below.

#### A. **BID BOND (Not Required)**

If applicable, the bid bond will be in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.10). The bond must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

#### B. **PERFORMANCE AND LABOR BOND (Not Required)**

The awarded vendor(s) will be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of the project cost as determined by the BOARD and specified herein to ensure all phases of the project are satisfactory complete for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10). When applicable, the Board reserves the right to request performance and labor bonds for amount over or under \$100K. The bond, cashier or certified check must be made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY and mailed to 13300 Marlboro Pike, Upper Marlboro, Maryland 20772-9983 prior to the start of performance.

### 10. POINT OF CONTACTS

The Offeror's performance will be under the direction of the Procurement Department, ensuring the Offeror'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 Offeror shall be accountable to the end users on all matters relating to the scope of work.

#### **PROCUREMENT CONTACTS**

Travis Clarke

Senior Procurement Specialist

[Travis.Clarke@pgcps.org](mailto:Travis.Clarke@pgcps.org)

Michelle Tucker

Procurement Specialist

[Michelle2.Tucker@pgcps.org](mailto:Michelle2.Tucker@pgcps.org)

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## PART II: INSTRUCTIONS TO OFFERORS

### 1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

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

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

### 2. PROPOSAL SCHEDULE

Due to the constant need for this Solicitation, milestones are listed with target dates. Please adhere to the schedule unless notified by way of an Addendum.

	Solicitation Milestones	Milestone Date
1	Issue RFP Solicitation	May 15, 2026
2	Pre-Proposal Registration (Attachment B)	Not Applicable
3	Pre-Proposal Conference Date and Time	Not Applicable
4	Questions Due Date	May 21, 2026, at 11:00 am EST
5	Proposal Due Date and Time	June 15, 2026, at 11:00 am EST
	Anticipated Award	July 2026

### 3. PROPOSAL SUBMISSION REQUIREMENTS

In order to be eligible, Proposals must be received via eMaryland MarketPlace Advantage (eMMA) no later than **June 15, 2026, at 11:00 am EST**. The Proposal shall consist of the required documentation for each volume as identified. Offerors shall retain one (1) original copy of the Proposal for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

The electronic Proposal shall show the full business address, telephone number, email and fax number of the Offeror and be signed by the person or persons legally authorized to sign contracts and commit to the company.

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### 4. PROPOSAL MARKINGS

All Proposals shall be submitted without redactions. All sections of the Proposal that are considered Confidential or Proprietary shall be clearly marked within the Proposal. The Offerors' 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 Proposal.

### 5. PROPOSAL 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:

#### GENERAL FORMAT- FOUR-PART SUBMISSION

- Volume I - Technical Proposal (Envelope One)
- Volume II – Minority Business Enterprise (MBE) (Envelope One)
- Volume III - Appendices (Envelope One)
- Volume IV – Cost Proposal (Envelope Two)

### 6. BIDDER DELIVERY AND ENVELOPE PACKAGING

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

#### A. **VOLUME I – TECHNICAL PROPOSAL (Envelope One)**

The Technical Proposal shall be submitted in PDF format. Offerors should not include any pricing. Offeror should 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**

Offeror shall include a brief transmittal letter prepared on the Offerors' letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and Proposal. This transmittal letter shall include:

- a) The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract and the person who will receive all official notices concerning this RFP.
- b) The Offerors' Federal Tax Identification Number or Social Security Number.
- c) The Offerors' 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>

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- d) A brief statement of the Offerors' 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 RFP.
- e) A statement that the Proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial Proposals or the closing date for receipt of a best and final offer, if applicable.

### 2) TAB B – LEGAL CLAIMS

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

### 3) TAB C – EXPERIENCE AND CAPABILITIES

Offeror shall prepare and present a Technical Proposal in such a way as to provide a straightforward description of response to experience and qualifications, product quality, demonstrated capacity to perform, past performance and references to satisfy the requirements of the RFP.

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

Offerors shall submit MBE information electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. An **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 Proposal package at time of opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

By submitting a response to this RFP, the Offeror 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 Proposal.

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

## C. VOLUME III – Appendices (Envelope One)

Offerors shall submit the Appendices electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. The Offeror 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 – Proposal 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 Proposal Form

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- Appendix H – MBE Form
- Appendix IA – Certificate State of Maryland Tax Certification
- Appendix IB – State of Maryland Certificate of Good Standing
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form
- Appendix L – Digital Tool Status and Details
- Appendix M – Data Privacy and Security Agreement
- Appendix N – PGCPS Data Privacy and Security Agreement (DPSA)
- Appendix O – Third Party Security Verification
- Appendix P – Artificial Intelligence Declaration PGCPS
- Appendix Q – Digital Accessibility Agreement
- Appendix R – Letter of Commitment (LOC)
- Appendix S – Accessibility Conformance Report (ACR)
- Appendix T – Digital Accessibility Roadmap (DAR)
- Appendix U – Digital Accessibility Summary (DAS)

**Appendix N Exhibits A-B is provided as an Excel spreadsheet attachment to this solicitation in eMMA.**

### D. VOLUME IV – Cost Proposal (Envelope Two)

Vendors responding to this RFP must submit a detailed Cost/Price Proposal using **Attachment A – Cost/Price Table**, provided with the solicitation in eMMA. The proposal shall include all costs associated with performing the work described in the Scope of Work, including labor, equipment, software, licenses, data collection, GIS processing, travel, training, project management, and any optional support services. All pricing must be inclusive of all overhead, administrative, and miscellaneous costs necessary to complete the project.

Vendors should provide pricing for the complete design, development, and delivery of digital school mapping datasets for all 206 PGCPS schools, including public charter schools. The base contract pricing must **not exceed the FY2026 School Facility Mapping Grant funding amount of \$398,607.00**. Costs exceeding this amount will not be considered for award. Base pricing must include all deliverables described in Sections 3.1 through 3.18 of the Scope of Work, including labor, hardware, software, licenses, and technical services. Vendors may also provide pricing for optional services, such as ongoing technical support, updates to mapping datasets, or integration with additional PGCPS systems. Optional services must be quoted separately and clearly identified as outside the base grant-funded total, and vendors shall indicate whether optional services are included in the base price or priced independently.

All prices submitted shall remain firm for the duration of the contract, including any option years, unless an escalation or adjustment is specifically included in the proposal. Vendors are responsible for ensuring that all costs necessary to complete the work are included in their proposal. Pricing must align with allowable expenditures under the FY2026 School Facility Mapping Grant. PGCPS reserves the right to request clarifications regarding proposed costs, including breakdowns of labor, materials, software/licenses, and optional services. Failure to provide complete and detailed cost information may result in the proposal being considered non-responsive.

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The Offeror's Cost Proposal shall include all labor, delivery, materials, tools, and equipment necessary to perform the work. Offerors must **not include any portion of their Technical Proposal in the Cost Proposal.**

1. Offerors shall complete the Cost Proposal using **Attachment A**. Do not amend, alter, or leave blank any items on the Proposal Form, and do not include additional clarifying or contingent language on or attached to the Proposal Form. Any items or costs required to provide the services and deliverables as proposed but not identified will be the sole responsibility of the Offeror.
2. Offerors shall demonstrate financial stability by providing a fiscal integrity/financial statement for the last two calendar years. If audited financial statements are not available, unaudited statements must be submitted.

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

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### **PART III: SCOPE OF WORK**

#### **1. INTRODUCTION**

This Scope of Work outlines the requirements for the design, development, and delivery of uniform digital school mapping data for 206 Prince George's County Public Schools (PGCPS), including public charter schools within its jurisdiction. This project is funded through the School Facility Mapping Grant (SFMG) administered by the Maryland Center for School Safety (MCSS) pursuant to MD Code Ann., Education Article §§7-1512 and 7-1510.1. For Fiscal Year 2026, \$398,607.00 has been appropriated to PGCPS to produce standardized digital school mapping data in compliance with the mapping standards established by the Interagency Commission on School Construction (IAC).

PGCPS requires accurate, standardized, secure, and GIS-compatible digital mapping datasets to support school safety planning, emergency response coordination, and operational decision-making. The Contractor shall perform all services in accordance with applicable statutory requirements, SFMG program conditions, and IAC minimum mapping standards.

#### **2. BACKGROUND**

In 2024, Senate Bill 540 and House Bill 472 were enacted, establishing the School Mapping Grant Program, also referred to as the School Facility Mapping Grant (SFMG). This program provides funding to local school systems to produce school mapping data for each public school within their jurisdiction, including public charter schools. The purpose of the program is to support the development of comprehensive school facility maps that assist first responders in effectively responding to emergencies at school facilities.

The Interagency Commission on School Construction (IAC) has developed school mapping data standards to ensure consistency and usability across jurisdictions. Local school systems (LSS) requesting funding through the SFMG must adhere to these minimum standards. Any LSS that chooses not to comply with the IAC standards will not be approved for funding under the SFMG program.

Jurisdictions may also use SFMG funding to supplement existing local funding for their school facility mapping programs. In such cases, LSS must still comply with the IAC standards, which serve as a reference guide to ensure that minimum facility mapping requirements are met.

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### 3. CONTRACTOR REQUIREMENTS

The selected Contractor shall provide all services, labor, tools, equipment, software, supervision, and technical expertise necessary to develop comprehensive and uniform digital school mapping datasets for schools within Prince George's County Public Schools (PGCPS), including public charter schools, in accordance with the requirements of the School Mapping Facility Grant (SMFG) and the mapping standards established by the Interagency Commission on School Construction (IAC). All work must be completed by June 30, 2027, and all work performed pursuant to the Grant shall comply with all applicable State, local, and federal laws and regulations.

The Contractor's responsibilities shall include, but are not limited to, the following:

#### 3.1 Data Collection and Assessment

The Contractor shall conduct on-site assessments for each designated public-school facility and collect all relevant geospatial, structural, and facility data necessary to produce accurate and standardized digital mapping datasets. The Contractor shall review and analyze existing maps, architectural drawings, site plans, and related documentation to ensure completeness and accuracy and establish clear project boundaries identifying included and excluded structures, site elements, and data layers.

#### 3.2 Digital School Mapping Development

The Contractor shall develop standardized, accurate, and actionable digital school mapping datasets in strict accordance with IAC minimum standards and any additional requirements specified by PGCPS. The Contractor shall produce GIS-compatible digital floor plans and campus maps that accurately reflect building layouts, site features, and critical infrastructure. Mapping data shall capture all essential elements required for emergency planning, emergency response, facilities management, and operational use. All public charter schools within the PGCPS jurisdiction shall be incorporated into the mapping effort.

#### 3.3 Data Standards, Accuracy, Metadata, and Verification

The Contractor shall ensure all mapping data meets or exceeds IAC standards and any applicable expanded standards required under the SMFG. The Contractor shall implement documented quality assurance and quality control (QA/QC) procedures, validate spatial accuracy through field verification, and perform systematic dataset validation prior to final submission. The Contractor shall develop and provide comprehensive metadata for each facility, including data sources, date of creation, projection and coordinate system, version control information, and recommended update frequency. The methodology and verification processes for each school facility shall be documented.

#### 3.4 Compatibility and Interoperability

The Contractor shall ensure that all deliverables are compatible with existing and future PGCPS systems and capable of supporting multiple functional applications, including asset management systems, space and facility management systems, emergency planning tools such as evacuation routes and reunification areas, emergency response navigation systems, Public Safety Answering

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Point (PSAP) systems, emergency notification platforms, and Next Generation 911 (NG911) data exchange systems. Deliverables shall support integration into a comprehensive and interoperable emergency management ecosystem.

### 3.5 Integration and Deliverables

The Contractor shall deliver final digital mapping datasets in formats compatible with PGCPS systems, authorized first responder platforms, and applicable GIS standards. Deliverables shall include complete digital map files, GIS datasets, and supporting documentation. The Contractor shall ensure secure transfer and storage of sensitive facility data and provide training or guidance to designated PGCPS personnel for accessing and utilizing the mapping data as needed.

### 3.6 Project Management and Reporting

The Contractor shall develop and maintain a detailed project schedule to ensure timely completion of all facilities and shall provide regular written progress reports to PGCPS and the Maryland Center for School Safety (MCSS). The Contractor shall coordinate with PGCPS, MCSS, and other relevant stakeholders throughout the project lifecycle and promptly notify PGCPS of any issues affecting scope, schedule, or compliance.

### 3.7 Data Ownership, Security, and Maintenance

All mapping data produced under this contract shall be the sole property of Prince George's County Public Schools. The Contractor shall implement appropriate data security safeguards and provide recommendations for data maintenance and update procedures. The Contractor shall outline responsibilities for ongoing updates, archiving, review cycles, and define secure data sharing protocols for authorized stakeholders.

### 3.8 Optional Support Services

If requested by PGCPS, the Contractor may provide technical assistance for updates or revisions to digital school mapping datasets and offer recommendations for integrating mapping data with additional school safety or emergency response systems.

### 3.9 Software, Licensing, and Intellectual Property Rights

The Contractor shall clearly identify all software platforms, applications, tools, or proprietary systems used in the development, storage, or delivery of digital school mapping datasets. Any software required for PGCPS to access, manage, or utilize the mapping data shall be disclosed in the Proposal, including associated licensing terms, user limitations, subscription requirements, renewal costs, and maintenance fees.

All digital mapping datasets, GIS files, floor plans, and associated metadata produced under this Contract shall be the sole property of Prince George's County Public Schools (PGCPS). PGCPS shall receive unrestricted rights to access, use, reproduce, modify, and share the mapping data with

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authorized stakeholders, including first responders and emergency management personnel, without additional licensing fees.

The Contractor shall ensure that deliverables are provided in open, non-proprietary, GIS-compatible formats that do not require exclusive vendor software for access. If proprietary software is proposed, the Contractor must provide full disclosure of licensing structure and demonstrate how PGCPS will retain uninterrupted access to its data independent of continued contractual services.

Any third-party licensing agreements shall be fully disclosed and subject to review and approval by PGCPS prior to contract award.

### **3.10 Information Technology, Cybersecurity, and Data Protection Requirements**

The Contractor shall comply with all applicable Prince George's County Public Schools (PGCPS) Information Technology (IT) policies, cybersecurity standards, data governance requirements, and security protocols throughout the term of the Contract. All digital mapping datasets, associated systems, and tools developed for PGCPS shall be transmitted, stored, maintained, and protected in accordance with industry's best practices and applicable State and federal regulations. All sensitive PGCPS school facility data shall be considered confidential and classified as Sensitive Security Information (SSI) and shall not be disclosed without express written authorization from PGCPS.

All sensitive data shall be encrypted in transit using Transport Layer Security (TLS) version 1.2 or higher and encrypted at rest using Advanced Encryption Standard (AES) 256-bit encryption or equivalent.

The Contractor shall implement Single-Sign On and role-based access controls to ensure that only authorized PGCPS personnel and approved stakeholders have access to mapping data.

If a web-based or cloud-hosted platform is proposed, the system shall support multi-factor authentication (MFA) for all PGCPS administrative and user accounts.

The Contractor shall immediately notify PGCPS in writing, no later than twenty-four (24) hours after incident discovery, of any actual or suspected security incident/intrusion/breach, unauthorized access, or data compromise affecting PGCPS information and shall fully cooperate with PGCPS in investigation, mitigation, remediation, and reporting activities. School facility mapping data developed for PGCPS shall not be stored, processed, or transmitted outside of the United States without prior written approval from PGCPS. If cloud services are utilized, the Contractor shall disclose to PGCPS the hosting provider, data center locations, and applicable security certifications such as SOC 2 Type II or equivalent. Written notification of the security incident/intrusion/breach shall be sent to: (see comment)

### **3.11 Cloud Hosting, Data Storage, and System Architecture**

If the Contractor proposes a hosted or Software-as-a-Service (SaaS) solution for PGCPS, the Contractor shall provide a detailed description to PGCPS of the proposed technical architecture, hosting environment, system infrastructure, and data storage model. All data centers utilized shall be in the U.S. The Contractor shall disclose to PGCPS the physical location of all data centers, the name of

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the cloud service provider, and any subcontractors involved in hosting or system operations that may affect PGCPS data.

The Contractor shall maintain documented backup and disaster recovery procedures to protect PGCPS mapping data, including defined Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), and shall describe backup frequency, redundancy measures, and restoration procedures in its Proposal.

The Contractor shall ensure that PGCPS mapping data remains accessible to authorized users during system outages to the greatest extent possible. Data retention, archival, and deletion policies for PGCPS data shall be clearly disclosed. Upon contract expiration or termination, the Contractor shall provide PGCPS with a complete export of all mapping data in approved formats and shall certify secure deletion of any remaining PGCPS data in the Contractor's possession.

### **3.12 System Integration, Interoperability, and Data Export**

All digital mapping datasets developed under this Contract for PGCPS shall be provided in open, non-proprietary, GIS-compatible formats suitable for integration with existing and future PGCPS systems. Deliverables shall support commonly accepted formats such as ESRI-compatible files, shapefiles, GeoJSON, CAD files, and PDF formats, as applicable. If the Contractor provides an interactive mapping platform for PGCPS, the system shall support application programming interfaces (APIs) or other integration methods necessary to allow interoperability with PGCPS systems, authorized first responder platforms designated by PGCPS, Public Safety Answering Point (PSAP) systems serving PGCPS facilities, emergency notification platforms utilized by PGCPS, and Next Generation 911 (NG911) data exchange systems. PGCPS shall retain unrestricted rights to export, download, reproduce, and transfer its mapping data at any time without additional licensing fees or vendor-imposed restrictions. No additional fees shall apply to PGCPS for standard data exports necessary for operational, safety, compliance, or emergency use.

### **3.13 Accessibility and Regulatory Compliance**

Any web-based interface, portal, dashboard, or digital application provided under this Contract for PGCPS shall comply with applicable accessibility standards, including Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. The Contractor shall ensure that all mapping visualization tools, reporting features, and user interfaces provided to PGCPS are accessible to authorized PGCPS personnel in compliance with federal, State, and local accessibility requirements.

### **3.14 IT Governance, Change Management, and Approval**

All proposed technical architectures, hosting environments, software platforms, and integration methods affecting PGCPS data shall be subject to review and written approval by PGCPS Information Technology Services prior to implementation. The Contractor shall implement documented version control procedures and maintain detailed change logs for all mapping datasets and system modifications related to PGCPS facilities. Any material system updates, software changes, or architectural modifications that may affect PGCPS functionality, security, interoperability, or data

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integrity shall require prior written approval from PGCPS. The Contractor shall provide advance notice to PGCPS of planned system maintenance, upgrades, or downtime that may impact the availability or accessibility of PGCPS mapping data.

### **3.15 Key Personnel, Staffing, and Background Checks**

The Contractor shall identify key personnel responsible for project management, GIS data collection, mapping development, and QA/QC oversight. PGCPS must approve any replacement of key personnel. Contractor staff performing on-site assessments or having access to sensitive PGCPS information shall undergo background checks and sign confidentiality agreements prior to engaging in work at PGCPS facilities.

### **3.16 Acceptance Criteria, QA/QC, and Rework**

All deliverables shall be subject to PGCPS review and acceptance. The Contractor shall implement QA/QC procedures to ensure all mapping datasets meet IAC standards and the requirements of this RFP. PGCPS reserves the right to reject non-conforming work, and the Contractor shall correct deficiencies at no additional cost. Interim deliverables may be submitted by phase, with acceptance approval required before subsequent phases begin. Final payment shall be contingent upon full acceptance of all mapping datasets and deliverables by PGCPS.

### **3.17 Insurance, Liability, and Grant Compliance**

The Contractor shall maintain professional liability (errors & omissions) insurance and cyber liability insurance covering work performed under this Contract for PGCPS. The Contractor shall provide proof of insurance to PGCPS prior to commencement of work. All work must comply with grant requirements and funding conditions established by the Maryland Center for School Safety (MCSS) under the School Facility Mapping Grant. The Contractor shall maintain records, documentation, and other information sufficient to support State or PGCPS audits and shall cooperate with any audit or review requests related to the use of grant funds.

### **3.18 Confidentiality and Non-Disclosure**

The Contractor should treat all PGCPS mapping datasets, reports, analyses, and related information as confidential and shall not disclose such information to any third party without express written authorization from PGCPS. All Contractor personnel with access to PGCPS mapping data shall execute a confidentiality agreement prior to beginning work.

## **4. LOSS OF DATA**

**RESERVED**

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### 5. DATA OWNERSHIP AND PORTABILITY

RESERVED

### 6. DELAYS AND EXTENSIONS OF TIME

RESERVED

### 7. DUE DILIGENCE

RESERVED

### 8. PERFORMANCE AND SERVICE LEVEL WARRANTIES

RESERVED

### 9. ORGANIZATION OF THE VENDOR'S TECHNICAL RESPONSE

Offerors shall provide a point-by-point Technical Response. The Offeror's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Vendor's Technical Response shall be provided in the same order as the information as presented in this RFP, Part III. Adhering to the requested format as detailed in this RFP is important as it is a strong indication of the Respondent's willingness to comply with PGCPS requests and its ability to follow the client's direction.

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

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

**\*\*Do Not Submit Pricing in the Technical Proposal. Vendors who submit pricing in their Technical Proposal may be declared ineligible to participate in this procurement.\*\***

### 10. EXCEPTIONS AND ASSUMPTIONS

All exceptions and assumptions shall be clearly identified as an Attachment to the Executive Summary section, and a written explanation shall include the scope of the exceptions/assumptions, the ramifications and consequences of the exceptions/assumptions for PGCPS, and the description of the advantages or disadvantages to PGCPS, as a result of exceptions and assumptions. There are multiple areas within the RFP that are mandatory and PGCPS may not be able to accept the Offeror's

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exception(s). Please indicate your willingness to comply with each condition by noting any and all exceptions as discussed in this section.

### 11. PROJECT ARTIFACTS OWNERSHIP

All project artifacts generated from this project i.e. documents, models, deliverables, outputs, reports, analysis etc. remains confidential property of PGCPS and cannot be used as marketing materials for others vendor's project without the permission.

### 12. MARYLAND PUBLIC INFORMATION ACT REQUESTS

This solicitation is subject to Maryland Public Information Act (MPIA) requests. In anticipation of MPIA requests, PGCPS requests vendors to submit with their original proposal a copy of a redacted Technical, MBE, and Pricing Proposals. The redacted copies of the proposal shall be uploaded in the respective Technical and Pricing envelopes in eMMA.

PGCPS respectfully requests in addition to the proposal submission that each Vendor provide PGCPS with a sanitized/redacted copy of their Technical, Cost, MBE proposals, and all attachments. However, please do not redact confidential information to the degree where the information redacted is unreadable. Therefore, we request Vendors to adhere to the following:

- Highlight the confidential information or strikethrough the data that you consider to be confidential. Do not redact the data to the degree where the "redacted" information is not discernible or unreadable. As such, please do not "black out" confidential information.
- Provide a written justification as to why each "redaction" is considered by your organization to be confidential or proprietary.

Vendors cannot declare the entire proposal confidential or proprietary nor may they declare proposed pricing to be proprietary.

PGCPS will not release a vendor's proposal without first notifying the entity of the initial request for release of proposal information via MPIA. When MPIAs are received, the PGCPS General Counsel's Office will review the "redacted/sanitized" documents provided by the participating vendors for this solicitation for compliance with MPIA law. If the General Counsel's Office determines any portion of the "redacted" data to not be confidential, the General Counsel's Office will contact your organization to discuss its review in an effort to reach an agreement on the release of this data.

**Note: If PGCPS does not receive a sanitized/redacted copy of the vendor's proposal submission with its proposal response via eMMA, PGCPS will assume that the vendor's entire Technical, MBE, and Pricing Proposals are eligible for release to the public. Therefore, it is imperative that vendors adhere to this requirement and provide a sanitized/redacted copy of their entire proposal response when the proposals are submitted.**

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### 13. PRICING

Offerors shall submit all costs in a separately sealed envelope. Offerors shall complete **Attachment A – Cost Proposal** and submit in a separately sealed envelope. Proposals received in an altered format may be considered non-responsive and ineligible for award.

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

Items or costs required to provide the services and deliverables as proposed and/or as outlined in the solicitation, but not identified in the Offeror's pricing proposal, will be the sole responsibility of the Offeror and will be provided to PGCPS as identified.

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

### 14. BURN-IN PERIOD

RESERVED

### 15. TESTING AND ACCEPTANCE

RESERVED

### 16. MILESTONES, INVOICES, FINAL PAYMENT AND ACCEPTANCE

RESERVED

### 17. SAMPLE DOCUMENTS

Offerors shall include sample copies of the following documents with their proposals. Although they are samples, the documents shall contain all material terms so that PGCPS can fairly evaluate the vendor's forms. If one (1) master agreement serves multiple purposes (e.g., licensing, implementation services, and maintenance), it can satisfy the submittal required for both. Sample documents must be submitted with the Technical Proposal as a separate upload.

- Sample maintenance/support agreement
- Sample End User License Agreement (EULA)
- Sample Software-as-a-Service (SaaS) Agreement
- Sample hosting agreement (if applicable)
- As well as any other document that PGCPS will need to review, agree, and sign

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PGCPS will not remit final payment for this project until successful completion of the burn-in and Testing and Final Acceptance of the system.

### 18. TECHNICAL RESPONSE

Offerors shall submit a Technical Proposal that demonstrates their ability to successfully provide the services described in Section 3 Scope of Work.

The Technical Approach should be clear, concise, and sufficiently detailed to allow the evaluation committee to assess the Offeror's capability to successfully complete the project in compliance with all statutory and grant requirements.

#### 18.1 Minimum Eligibility and Qualifications

Offerors shall demonstrate their eligibility and qualifications to perform all work under this solicitation and ensure full compliance with the requirements of the School Mapping Facility Grant (SMFG).

All work performed pursuant to the SMFG must be completed only by contractors and/or staff holding all necessary professional certifications, licenses, and credentials required to perform the scope of services. This includes, but is not limited to, GIS or mapping certifications, professional engineering or surveying licenses (if applicable), and any state-required credentials for working on K-12 school facilities.

PGCPS will only accept, review, and evaluate proposals from authorized/certified upgrade and migration firms that desire to offer the required upgrade and migration services who meet the eligibility and qualifications requirements.

Grantees shall ensure that any business or nonprofit organization operating in Maryland with which the grantee contracts, subcontracts, or partners carry out the purposes of the grant is properly registered and in good standing with the Maryland State Department of Assessments and Taxation (SDAT). Proof of registration and good standing may be requested by PGCPS prior to contract execution.

#### 18.2 Eligibility and Qualifications

Offerors shall demonstrate their eligibility and qualifications to perform all work under this solicitation and ensure full compliance with the requirements of the School Mapping Facility Grant (SMFG).

Grantees shall ensure that any business or nonprofit organization operating in Maryland with which the grantee contracts, subcontracts, or partners carry out the purposes of the grant is properly registered and in good standing with the Maryland State Department of Assessments and Taxation (SDAT). Proof of registration and good standing may be requested by PGCPS prior to contract execution.

The above section will be rated on a pass or fail basis.

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PGCPS may only accept, review, and evaluate proposals from authorized/certified upgrade and migration firms that desire to offer the required upgrade and migration services who meet the eligibility and qualifications requirements.

### 18.3 Technical Approach

Vendors should provide a detailed Technical Approach demonstrating and describing how they will successfully perform the Scope of Work outlined in Section 3.0. The Technical Approach must clearly demonstrate the Offeror's understanding of the project requirements, applicable standards, and the operational needs of Prince George's County Public Schools (PGCPS).

At a minimum, the Technical Approach shall demonstrate the following:

#### Project Understanding

- Demonstrate a clear understanding of the School Facility Mapping Grant (SFMG) requirements and the Interagency Commission on School Construction (IAC) minimum mapping standards.
- Describe the Offeror's understanding of the purpose of uniform digital school mapping data and its use by school administrators and first responders.
- Provide implementation schedule with milestones dates.

#### Technical Competence

- Demonstrated ability to comply with IAC mapping standards, GIS data standards, metadata requirements, and interoperability with emergency management systems.

#### Regulatory Compliance

- Knowledge of and adherence to all applicable federal, State, and local laws, regulations, and guidelines applicable to the performance of work on school properties, including privacy, safety, and security regulations.

#### Methodology and Work Plan

- Provide a detailed description of the methodology that will be used to collect, validate, and develop digital school mapping data.
- Describe how site assessments will be conducted and how data accuracy will be ensured.
- Outline the step-by-step process for developing standardized, actionable mapping datasets for all PGCPS public schools, including public charter schools.
- Include a proposed project timeline with key milestones and deliverables.

#### Standards Compliance

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- Describe how the Offeror will ensure full compliance with the minimum standards established by the Interagency Commission on School Construction (IAC).
- Explain quality control and quality assurance measures that will be implemented to verify compliance prior to submission of deliverables.

### Technology and Data Management

- Identify all software, tools, and technologies that will be used to develop and manage digital mapping datasets.
- Describe data security measures to protect sensitive facility and safety information.
- Explain how the mapping data will be formatted to ensure compatibility with PGCPS systems and accessibility for authorized users.

### Project Management and Staffing

- Identify key personnel assigned to the project and describe their qualifications and relevant experience.
- Describe the project management structure, communication plan, and reporting procedures.
- Provide an approach for coordinating with PGCPS, the Maryland Center for School Safety (MCSS), and other relevant stakeholders.

### Training and Knowledge Transfer

- Describe any training or support that will be provided to PGCPS personnel to ensure effective use and maintenance of the mapping data.
- Explain how documentation and user guides will be delivered.

The Technical Approach should be clear, concise, and sufficiently detailed to allow the evaluation committee to assess the Offeror's capability to successfully complete the project in compliance with all statutory and grant requirements.

## 18.4 Experience and Qualifications

### Staffing and Key Personnel

- Availability of qualified personnel with relevant experience and technical expertise to perform the work. Key personnel should have documented experience in GIS, school mapping, or emergency response mapping projects. Resumes and roles of staff proposed for this project shall be included.

## 18.5 Capacity

Prince George's County Public Schools (PGCPS) requires a contractor with the demonstrated organizational strength, staffing resources, and technical infrastructure, ~~and financial stability~~ necessary to successfully complete digital school mapping services for all schools within its jurisdiction, including

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public charter schools. The selected contractor must possess sufficient personnel, equipment, and operational capacity to manage a project of this size and complexity within established timelines while ensuring full compliance with applicable state standards and grant requirements. The contractor must be capable of coordinating effectively with multiple stakeholders, maintaining data security, and delivering consistent, high-quality mapping datasets across a large and diverse school system.

### 18.6 Financial and Operational Stability

Demonstrated financial stability and operational capacity to complete the project in a timely manner and manage the deliverables, including the ability to provide appropriate equipment, software, and technical resources.

### 18.7 Past Performance and References

Offerors shall demonstrate successful past performance in providing digital mapping services, geospatial data development, and facility mapping projects of similar size, scope, and complexity. Emphasis will be placed on experience developing standardized digital school mapping data, public safety mapping, or facility mapping solutions used to support emergency response and safety planning.

Offerors must provide evidence of experience performing mapping services for public school systems, government agencies, or other large public-sector entities. Experience must reflect the Offeror's ability to collect and validate site data, develop accurate and standardized digital mapping datasets, comply with applicable technical standards, and deliver mapping solutions suitable for use by first responders and authorized stakeholders.

At a minimum, Offerors shall provide three (3) references for mapping projects completed within the last five (5) years. For each reference, the Offeror should include:

- Name of the organization
- Description of the mapping services provided
- Scope and size of the project (number of facilities mapped, geographic coverage, etc.)
- Project duration (start and completion dates)
- Contract value
- Name, title, phone number, and email address of a client contact

Prince George's County Public Schools (PGCPS) reserves the right to contact any references provided and to consider information obtained from those references in evaluating the Offeror's past performance and demonstrated capability to deliver compliant, high-quality digital school mapping data.

### 18.8 MBE Minority Enterprise (MBE)

Offerors shall fully describe, in their Technical Response, how they intend to achieve the MBE participation goal specified in this RFP. The response must identify the role of each MBE firm in the project, including their responsibilities, relevant experience, and how their participation supports successful project delivery. **Do not include dollar values of participation.**

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### PART IV: PROPOSAL EVALUATION AND AWARD

#### EVALUATION COMMITTEE

Only proposals that are submitted via eMMA will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror(s) whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein. The Board will consider the Offeror's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

Offeror, 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 proposals. All inquiries related to this procurement must be handled by the RFP 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 an offeror from the procurement process. The Evaluation Committee will make the final decision about acceptability of proposals.

#### 1. EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.

- a. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offerors' technical proposal.
- b. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- c. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- d. Based on the results of the evaluation, the highest rated offeror(s) *may be* invited by the Director of Procurement to make oral presentations to the Committee. The Committee will then conduct final evaluation of the proposals.
- e. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- f. Should the Committee determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under

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consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

### 2. EVALUATION CRITERIA

The evaluation criteria include proposal responsiveness, demonstration of capability to perform, price factors, and responsibility. The Board reserves the right to: (1) reject in whole or in part any and all proposals and waive minor irregularities; (2) Reject any or all proposals, or portions thereof; (3) Cancel an RFP and re-solicit.

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature.

#### EVALUATION FACTORS

All proposals will be reviewed initially by the Evaluation Team in collaboration with Prince George's County Public Schools (PGCPS) Division of Safety and Security Services to ensure the following administrative requirements are met:

- Proposal was submitted by the required deadline
- All required documents and forms are complete and included
- All forms requiring original signatures are properly signed

Only proposals meeting all administrative requirements will be advanced to the evaluation phase. Proposals will be evaluated by the Evaluation Team and the Division of Safety and Security Services based on the following criteria:

Evaluation Factor	
Eligibility and Qualifications	Pass or Fail
Technical Approach	40%
Experience	25%
Past Performance and References	10%
Financial and Operational Stability	10%
Capacity	15%
Minority Business Enterprise (MBE)	5 Bonus Points
Cost/Price Proposal	15%

Minority Business Enterprise (MBE) participation: PGCPS encourages the participation of certified MBE firms. Offerors who are certified MBEs or who propose meaningful subcontracting roles for certified

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MBE firms will receive favorable consideration under this category. Documentation of MBE certification and the proposed role must be included in the proposal.

The offeror receiving the highest total evaluation score and meeting all RFP requirements will be identified as the apparent successful offeror. Final contract award is subject to successful reference checks, verification of proposal contents, and approval by the Board of Education.

### 3. PROPOSAL AWARD

The Award of this contract will not be final and complete until after: (1) Offeror has an active iSupplier, (2) the Offeror 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.

Prince George's County Public Schools (PGCPS) reserves the right to make multiple awards under this contract, in whole or in part, to one or more offerors, as deemed to be in the best interest of PGCPS.

## PART V: GENERAL TERMS AND CONDITIONS

### 1. PARTNERSHIPS

Proposals 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

Proposals 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 proposal as agent shall file satisfactory evidence of authorization to do so.

### 3. SAMPLES

Offerors *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 proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested if applicable.

If Samples are required, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified. The tag on the sample shall indicate the item number, the

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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 proposal.

#### 4. PROPOSAL PREPARATION FEES

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

#### 5. RIGHT TO PROTEST

The Director of Purchasing and Supply Services shall attempt to resolve informally all protests of proposal 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 or standing or offeror) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the offeror or bidder that their proposal or bid will be rejected.
- b. The offeror of standing is an offeror who would be directly next in line for an award should the protest be supported.
- c. The protest shall be written in detail 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

#### 6. 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 proposal 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 proposal 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 Offeror shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

### 7. 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.

### 8. 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 RFP name and number.
- b. Any changes to the specifications will be made through the appropriate addenda. Failure of any Offeror to receive such addenda or interpretation shall not relieve any Offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

### 9. 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.

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

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### 10. TERM OF AGREEMENT

The anticipated initial term of this contract shall be from July 1, 2025, through June 30, 2027.

- a. The offeror warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to extend the contract for no more than 12 months.
- 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 offeror/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the offeror/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.

### 11. PRE-PROPOSAL MEETING

**NOT APPLICABLE**

### 12. PAYMENT TERMS

The Offeror 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 within 30 days after the date on the invoice or upon invoice acceptance, whichever occurs last.

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

### 13. 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, to be listed as deliverables. Information about this program and forms can also be downloaded.

[Minority Business Enterprise Procurement Procedures 3325](#)

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### Minority Business Enterprise Procurement Procedures 3325 (Attachment)

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 proposal opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.

#### **14. 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.

#### **15. MINORITY BUSINESS ENTERPRISE PROHIBITIONS**

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

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

#### **16. 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 e-commerce website eMaryland Marketplace Advantage (eMMA). All Offerors are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

#### **17. CYBER LIABILITY INSURANCE**

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

#### **18. LIQUIDATED DAMAGES**

In the event the Award Offeror(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPS reserves the right to purchase the goods/services on the open market in

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sufficient quantities to assure the continued operation of PGCPS. All additional expenses incurred by PGCPS because of such purchases will be deducted from the monies owed or monies which may become due.

### 19. 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,

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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:

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

### 20. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

### 21. PROTECTION OF STUDENT RECORDS

Offeror 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 Offeror 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;

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

## 22. LEGAL COMPLIANCE

- a. It shall be the Offeror'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. Offeror 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, offerors 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 offeror and offeror'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 Offeror's compliance with said legal requirements. Offerors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.
- d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- 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.

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### 23. EPA COMPLIANCE

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

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

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

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

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

- a. Offeror shall complete and submit an Appendix I, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Offeror 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 Offerors (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.

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

### 26. OFFEROR PERFORMANCE EVALUATION

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

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

#### **1. REQUEST FOR PROPOSAL**

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

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

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

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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 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. **SUBCONTRACTORS:** 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

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previous written consent of the Board. The Awarded Vendor shall provide the name of the subcontractor(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 subcontractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

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

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

- m. 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 offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
  - All offerors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
  - All offerors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

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### 3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the bid sheet(s). 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.
- 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 7:00 a.m. and 2:00 p.m. unless coordinated with Building Supervisor.** 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.

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- 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 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 offerors 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

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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 (N/A):** If within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT (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. 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 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

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articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

### 7. 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.

### 8. GOVERNING LAW & VENUE AND TERMS AND CONDITIONS

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- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such IFB shall be filed in the Circuit Court of Upper Marlboro, Maryland.
- b. **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).
- c. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Contract Number, 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.
- d. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- e. **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.
- f. **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 offerors 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 offerors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.

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

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

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## APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT RFP PUR26-045

### Digital Mapping Grant (Submit Volume III, Appendices Envelope One)

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

In compliance with your invitation for offerors, 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 OFFEROR 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 Offeror listed above.

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

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

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

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

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

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

### RFP PUR26-045, Digital Mapping Grant



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The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation. Offeror must sign below to acknowledge receipt for each Addendum. Offerors 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**

**RFP PUR26-045, Digital Mapping Grant**



# PURCHASING AND SUPPLY SERVICES

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## APPENDIX B – PAST PERFORMANCE AND REFERENCES

### RFP PUR26-045 Digital Mapping Grant (Submit Volume III, Appendices Envelope One)

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

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

#### 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: \_\_\_\_\_

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**APPENDIX C - NON-COLLUSION CERTIFICATE**

**RFP PUR26-045 Digital Mapping Grant  
(Submit Volume III, Appendices Envelope One)**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and

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

- (a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;
- (b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price Bid of the offeror or Offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP 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 \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

**RFP PUR26-045, Digital Mapping Grant**



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**APPENDIX D - DEBARMENT AFFIDAVIT**

**RFP PUR26-045 Digital Mapping Grant  
(Submit Volume III, Appendices Envelope One)**

\_\_\_\_\_ being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal for RFP dated, \_\_\_\_\_20\_\_\_\_, to the Board of Education of Prince George's County:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**Signature of:**

\_\_\_\_\_  \_\_\_\_\_  
Offeror, if the offeror is an individual Partner, if the offeror is a partnership

\_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

**RFP PUR26-045, Digital Mapping Grant**





# PURCHASING AND SUPPLY SERVICES

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## APPENDIX E - ANTI-BRIBERY AFFIDAVIT

### RFP PUR26-045 Digital Mapping Grant (Submit Volume III, Appendices Envelope One)

I HEREBY CERTIFY that I am 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.

X \_\_\_\_\_  
Offeror, if the offeror is an individual

X \_\_\_\_\_  
Partner, if the offeror is a partnership

X \_\_\_\_\_  
Officer, if the offeror is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_  
Notary Public

\_\_\_\_\_ My commission expires

### RFP PUR26-045, Digital Mapping Grant



## PURCHASING AND SUPPLY SERVICES

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### APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

#### **RFP PUR26-045 Digital Mapping Grant** **(Submit Volume III, Appendices Envelope One)**

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

This can be done by one of the two following methods:

- Complete form "CERTIFICATION OF INSURANCE COVERAGE" (OR) Submit a Certificate of Insurance on a form provided by your Insurance Agent.

This form must include the following clauses:

- The Board Of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board Of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George's County.
- The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

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

OFFEROR 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
COMMER. GENERAL LIABILITY OCC	\$1,000,000			
COMMER. 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**

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## APPENDIX G - FINANCIAL PROPOSAL TERMS

### RFP PUR26-045 Digital Mapping Grant (Submit with Volume IV, Cost Proposal Envelope Two)

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

TO: Board of Education of Prince George's County

We propose to establish and maintain a School Based and Private Duty Nursing Service to the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **RFP PUR26-045**.

#### Instructions:

Each vendor shall provide a fixed labor rate and material discount as listed on **Attachment A – Cost Proposal Form**. *Offerors 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 and deliver materials necessary to provide Paint and Paint Sundries for The Board of Education of Prince George's County in accordance with the attached specifications, and other related contract documentation.

#### Signature:

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

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

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

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

END OF APPENDIX G

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# PURCHASING AND SUPPLY SERVICES

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## APPENDIX H - MBE FORM

### RFP PUR26-045 Digital Mapping Grant

**(Submit with Volume II, Minority Business Enterprise Envelope One)**

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

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

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

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

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

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

Ref  
Proposal# \_\_\_\_\_

### 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.: \_\_\_\_\_

**END OF APPENDIX H**  
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## APPENDIX IA – STATE OF MARYLAND TAX CERTIFICATION

### RFP PUR26-045 Digital Mapping Grant (Submit Volume III, Appendices Envelope One)

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

**END OF APPENDIX IA**  
**RFP PUR26-045, Digital Mapping Grant**



## PURCHASING AND SUPPLY SERVICES

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### APPENDIX IB – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

#### RFP PUR26-045 Digital Mapping Grant

#### **(SUBMIT WITH VOLUME III, APPENDICES ENVELOPE ONE)**

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 I, "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.

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**END OF APPENDIX IB**

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### APPENDIX J – CERTIFICATION OF COMPLIANCE

#### RFP PUR26-045 Digital Mapping Grant

**(Submit Volume III, Appendices Envelope One)**

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 Vendor 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.

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name and title of signatory \_\_\_\_\_

Print name of company \_\_\_\_\_

**END OF APPENDIX J**

**RFP PUR26-045, Digital Mapping Grant**



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**APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

**RFP PUR26-045 Digital Mapping Grant**

**(Submit Volume III, Appendices Envelope One)**

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/proposal/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
<b>Conflict of Interest Disclosure</b>	
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 \_\_\_\_\_

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## ATTACHMENT A – COST PROPOSAL FORM

### RFP PUR26-045 Digital Mapping Grant

**(Submit with Volume IV, Cost Proposal Envelope Two)**

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

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Note:** vendors must submit their Cost/Price Proposal using **Attachment A – Cost/Price Table**, provided with this solicitation in eMMA. All pricing information must be entered directly into Attachment A, and the completed table must be included with the vendor’s proposal submission. Failure to complete Attachment A as required may result in the proposal being considered non-responsive.

School	Price
Elementary School	
Middle School	
High School	

### RFP PUR26-045, Digital Mapping Grant