



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson | Director

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

INVITATION FOR BID (IFB)

IFB DBS 026-03

ON-CALL SNOW REMOVAL SERVICES AT VARIOUS LOCATIONS

ISSUED BY:	The Board of Education of Prince George's County Prince George's County Public Schools (PGCPS) Department of Purchasing & Supply Services
SOLICITATION NUMBER:	DBS 026-03
RELEASE DATE:	Friday, October 24, 2025,
PRE-BID MEETING:	Not Applicable for this Solicitation
QUESTIONS DUE DATE/TIME:	Friday, October 31, 2025 @ 2:00 p.m.
BID DUE DATE/TIME:	Thursday, November 13, 2025 @ 2:00 p.m.
DIRECT INQUIRIES TO:	Kaniea.Barnhardt@pgcps.org

To All Prospective Bidders:

Prince George's County Public Schools (PGCPS) is soliciting sealed bids from qualified vendors in response to this Invitation for Bids (IFB) solicitation No. **DBS 026-03 to provide On-Call Snow Removal Services at Various Locations.**

Solicitation Documents may be obtained by downloading the solicitation by assessing:

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

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

The Department of Purchasing & Supply Services is not responsible for information obtained from sources outside the Prince George's County Purchasing Office, including downloads from the County web-site. Vendors are directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office for instruction.

All questions and/or inquiries must be submitted in writing as detailed in Part II Instructions to Bidders of this solicitation. Failure to adhere to this requirement may subject the Bidder to immediate disqualification. **If the Bidder has questions, they must be in writing and directed to**

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the point of contacts specified. Failure to adhere to this requirement may subject the Bidder 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.

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1. PURPOSE

The Board of Education of Prince George's County (The Board) is issuing this Invitation for Bids (IFB) for **On-Call Snow Removal Services at Various Locations** as defined in Part III. Scope of Work. These goods are principally for the Department of Building Services; however, goods may be requested by other Departments within the Prince George's County Public School system.

2. SUMMARY OF SCOPE

The BOARD requests bids for the work detailed and specified in the Invitation for Bid (IFB). This IFB will be used to award multiple contracts for the purchase of On-Call Snow Removal Services at Various Locations on an as needed basis. The bidder shall be fully qualified and properly licensed to serve as a ready supply source for the items listed in this IFB. Bids that do not meet all requirements will be considered non-responsive. All exceptions must be noted.

3. NON-EXCLUSIVE

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

4. BIDDERS IN LEGAL PROCEEDINGS WITH PGCPS

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

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

5. 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 without the approval of the Board.

6. CONTRACT TYPE

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

PGCPS intends to issue multiple award contracts.

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7. SUBCONTRACTOR(S) / TEAMING PARTNER(S)

Subcontractor and or teaming partner information shall be included in response. Unless otherwise stated within the IFB bid documents, the Contractor may not use any subcontractors to accomplish any portion of the work efforts described within the IFB or the contract without the prior approval of the Board.

CONTINUITY OF SERVICES

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

8. BONDING-[RESERVED]

The Bidder 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 bond 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.

9. POINT OF CONTACTS

PGCPS Purchasing and Supply Services and the Designated Procurement Contact is the Issuing Office and the sole PGCPS Point of Contact responsible for the solicitation prior to contract award. Correspondence and communication throughout the solicitation, evaluation and contract award shall be limited to the PGCPS Issuing Office, the sole point of contact for purposes related to the services included within this solicitation and/or preparing a proposal in response to the solicitation.

All inquiries related to this procurement must be handled by PGCPS Purchasing and Supply Services officials. 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.

Performance under an awarded contract will be under the direction of PGCPS Purchasing and Supply Services for all matters related to an awarded contract and contract compliance. The Technical Point of Contact(s) department and information will be provided upon contract award. Offer shall be

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accountable to the PGCPS Technical Representatives within the end user department for management of daily activities of the contract, contract scope, and project coordination.

PROCUREMENT CONTACT

Kania Barnhardt

Jr. Procurement Specialist

kania.barnhardt@pgcps.org

PART II: INSTRUCTIONS TO BIDDERS

1. BIDDER KNOWLEDGE OF TERMS AND CONDITIONS

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

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

2. BID SCHEDULE

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

	Solicitation Milestones	Milestone Date and Time
	Issue IFB Solicitation	Friday, October 24, 2025
	Pre-Bid Conference	Not Applicable
	IFB Questions Due Date and Time	Friday, October 31, 2025, 2PM
	IFB Sealed Bid Due Date and Time	Thursday, November 13, 2025, 2PM

Note: The above dates are estimated and are subject to change.

3. QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to Kania.pinkney@pgcps.org. To be given consideration, the questions must be received **NO LATER THAN 2:00 p.m., EST on Friday, October 31, 2025, 2PM**. Questions that are deemed to be substantive in nature will be responded to in the form of an

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addendum and posted on PGCPS website www.pgcps.org/Purchasing and www.emarylandmarketplace.com. Please do not submit questions in PDF format.

4. BID SUBMISSION REQUIREMENTS

In order to be eligible, bids for PGCPS On-Call Snow Removal Services at Various Locations must be received via eMaryland MarketPlace Advantage (eMMA) no later than **2:00 p.m. on Thursday, November 13, 2025 2PM**. **Prior to submitting a bid, potential bidders should visit and familiarize themselves with the site, site conditions and areas to be plowed.**

5. BIDDER MARKINGS

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

6. BID 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) Volumes.**

Each Bid Volume shall be submitted as a SEPARATE FILE:

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

7. BID DELIVERY

The bidder shall deliver their bid electronically through eMMA. Bidders shall retain one (1) original copy of the bid for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

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

a. VOLUME I – TECHNICAL BID

The Technical Bid shall be submitted in **PDF** format. Bidders shall not include any pricing. Bidder shall include a Table of Contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

1) TAB A – TRANSMITTAL LETTER

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

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract and the person who will receive all official notices concerning this IFB.
- The Bidders' Dunn and Bradstreet ID Number.
- A brief statement of the Bidders' understanding of the work to be done, the commitment to perform the work, response during adverse weather conditions, and a statement of why the firm believes it is best qualified to perform the work specified in IFB.
- A statement that the Bid is a firm and irrevocable offer for a period of one hundred twenty (120) days following the closing date for receipt of initial bids or the closing date for receipt of a best and final offer, if applicable.

2) TAB B – LEGAL CLAIMS

Bidder shall identify any claims during the past three (3) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with The Board. **If applicable, the Bidder must state no claims exist.**

3) TAB C – EXPERIENCE AND CAPABILITIES

Bidder shall prepare and present a Technical Bid in a straightforward way as to demonstrate the degree to which the bidder has actually performed contracted similar work and has the technical expertise, capacity, staffing, experience and capabilities to perform and satisfy the requirements of this IFB as outlined under **Part III. Scope of Work**. Bidder technical experience and capability shall include but is NOT limited to the items below.

- Each bidder must provide a qualifications statement to indicate they meet or exceed all requirements listed and submit with the Technical Bid.
 - a. Bidder shall be a **business firm with not less than five (5) years of experience.**
 - b. The bidder shall have **experience of a similar type and size to PGCPS to fulfill the material requirements on demand** and such experience shall be based upon projects that have been completed by the bidder within the last five (5) years. (See Appendix B). **Bidder shall submit a minimum of three (3) Recent/Past Performance References for contracted work of similar response time and scale to PGCPS.**
 - c. **Bidder shall have capacity to provide 24/7 service with after-hours answering service for Priority Call dispatch.** On-Call Point of Contact (Attachment B)

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- d. Subcontractors/Teaming Partners (Attachment C) **If none, Bidder must state no Subcontractor/Teaming Partners.**
- e. **Provide Certification and Licensing to provide services in the State of Maryland, equipment and staffing capacity.** (1) Complete and submit APPENDIX L– STATE OF MARYLAND CERTIFICATE OF GOOD STANDING; (2) include documentation to substantiate equipment and Operator requirements (See Part III.; 2. Specifications, and 4. Equipment)

b. VOLUME II - MINORITY BUSINESS ENTERPRISE (MBE)

Minority Business Enterprise (MBE) is defined as any legal entity, other than a joint venture, that is at least 51 percent owned and controlled by one or more minority person(s), organized to engage in commercial transactions.

A Certified Minority Business Enterprise is a minority or women owned business that holds a current certification issued by Maryland Department of Transportation (MDOT), Washington Metropolitan Area Transit Authority (WMATA) and/or recertification issued by Prince George's County Government Supplier Development & Diversity Division (SDDD)

The MBE goal of 30% has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms.

By submitting a response to this IFB, the Bidder acknowledges the overall MBE participation goal and commits to achieving the overall goal by utilizing certified minority business enterprises.

To access forms, See MBE Administrative Procedures (AP) 3325.

<https://www.pgcps.org/offices/general-counsel/administrative-procedures/3000---business--non-instructional-operations/ap-3325---minority-business-enterprise-procurement-procedures>

County Funded

- A minimum MBE goal of 30% has been established in the contract that will result from this solicitation (See MBE Administrative Procedures 3325 and Attachments). The MBE information shall be submitted in PDF format. Offerors may submit Volume III MBE electronically on eMMA under the Technical Proposal folder in a separate file. Offeror should not include any portion of their technical or financial proposal in its MBE Proposal.

- ☐ MBE - A- Offerors shall include all documents that apply as required in Part IV, General Terms and Conditions and 19.0 MINORITY BUSINESS ENTERPRISE PROGRAM.
- ☐ MBE - B - Offerors shall outline how they will meet or exceed the MBE goal during the contract period of performance.

c. VOLUME III – COST BID

Cost Bid shall consist of the Financial Stability documentation and the Cost Bid Form- Attachment A. Bidders shall not include any portion of their Technical Bid in its Cost Bid.

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Bidders that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.

Pricing must include all labor, delivery, materials, tools, and equipment to perform work. Items or costs required to provide the services and deliverables as bid, but not identified in the bidder pricing proposal will be the sole responsibility of the Bidder.

The Cost Bid shall consist of Tab A - Financial Stability documentation and Tab B- the Cost Bid Form, Attachment A. Bids that do not include both will be ruled non-responsive.

1) TAB A – Financial Stability is demonstrated through a commonly accepted method that prove the bidder's fiscal integrity. The Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). **The Bidder may supplement** its response to this Section by including one or more of the following with its response:

- a. Dun & Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

2) Tab B- Cost Bid. Bidders shall provide the Cost Bid in **Microsoft Excel** format (**Attachment A**). Bidders should not include any portion of their Technical Bid in its Cost Bid. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Items or costs required to provide the materials, services, and or deliverables as proposed, but not identified will be the sole responsibility of the Bidder. All pricing shall remain fixed for the full contract term, including renewals thereto unless an escalation or adjustment is included herein. The Cost Bid shall include all-inclusive rates.

d. VOLUME IV - Appendices

The Bidder shall sign, date, and notarize where applicable all appendices identified. **All Appendices shall be packaged together as one (1) file.**

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

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- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form
- Appendix L – State of Maryland Certificate of Good Standing

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

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PART III: SCOPE OF WORK

1. OVERVIEW

The Board requests sealed bids to provide **ON-CALL SNOW REMOVAL AT VARIOUS LOCATIONS on an as needed basis**. PGCPS is responsible for applying salt/sand in all parking lots, loading docks, sidewalks and driveways on the various school grounds. The intent of this IFB solicitation is to award Firm-Fixed Price contract(s) to qualified Contractor(s) to provide On-Call Snow Removal services throughout the Prince George's County Public School (PGCPS) system. Awarded bidder(s) (Contractors) shall provide services as outlined within this bid solicitation. PGCPS has included alternate services in the Cost Bid Form (Attachment A) for related Snow Removal Services that may be required based upon emergent conditions.

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

PGCPS intends to award multiple award contracts.

All subcontractors are at the responsibility of the Prime Bidder. The Bidder shall be required to visit various locations throughout PGCPS, as requested, to take measurements and develop cost bids for each project. The bidder shall be responsible for obtaining any applicable licenses/permits to complete the work.

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

2. SPECIFICATIONS

A. Contractors shall provide all necessary to furnish all necessary labor, equipment, supervision, tools, materials, services, and related incidentals required to provide On-Call Snow/Ice Removal Services from PGCPS facilities listed Parking Lots included in the Contract Snow Routes listing.

Upon request the Contractor shall furnish to PGCPS any and all equipment described in Part V Bid Form for the purpose of providing On-Call Snow Removal Services.

1. The Contractor's driver/operator shall be required to report to the assigned location with all equipment, fuel and any other incidentals needed to provide immediate snow removal services within 2 hours of PGCPS call-in notification.
2. The Contractor shall provide sufficient means of timely communications between their management, their field personnel and authorized PGCPS employee to ensure smooth coordination of snow removal operations.
3. Due to uncertainty of timing of snow fall, calls to mount operations may be required at any time, day or night, including holidays. The Contractor agrees to ensure the availability and sufficient quantity of personnel and equipment for the purpose of performing the required snow removal services. The Contractor's equipment and personnel are to be available at all times and on a 24 hour per day basis during the snow event.
4. Prior to submitting a bid, potential bidders should and are encouraged to visit service routes and locations to familiarize themselves with the site, site conditions and areas to be plowed.

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3. CONTRACTOR QUALIFICATIONS

- A. Contractor must have at least five (5) years of experience from the date of this solicitation providing services of the same nature and similar in scope to the ones herewith specified.
- B. Contractor must have performance history of responding and providing during inclement and adverse weather conditions.
- C. Contractor must respond timely respond to a service request and maintain the required personnel and equipment mobilized during the length of the activation.
- D. Contractor must be able to provide adequate supervision and qualified personnel to ensure competent performance of the work.
- E. Contractor personnel must be skilled in the various tasks assigned to them. Contractor must be responsible for the proper conduct of all its employees while on the premises. Contractor must not employ any person(s) in or about the premises who shall use improper language or act in a loud or boisterous manner. Contractor agrees to remove any employee(s) whose conduct the Contract Administrator confirms is detrimental to the best interest of the Board.

4. EQUIPMENT

- A. Equipment preferred and required will be for VARIOUS SIZES UP TO HEAVY DUTY EQUIPMENT. This equipment will complement the BOARD'S own forces to remove heavy snow.

Preferred equipment: (EXAMPLES)

- ☐ Large rubber tire loaders, 1.5 to 5 cubic yard capacity
 - ☐ Road Graders
 - ☐ 6-wheel dump trucks
 - ☐ Some 10-wheel dump trucks on large schools
 - ☐ 4x4 truck if working with HEAVY DUTY EQUIPMENT (All combination May not necessarily be accepted)
 - ☐ Stake Body with Plow
 - ☐ Bobcat with Bucket
 - ☐ Bobcat with Plow
 - ☐ Tailgate sanders on Dump Trucks (Optional)
- B. The BOARD reserves the right to accept or reject equipment being offered. The BOARD also reserves the right to determine if equipment is suitable and in sufficient numbers to provide the needed service in a timely manner. The numbers of available pieces of machinery will be one factor in determining award of contracts.
 - C. Contractor shall notify PGCPS Technical Representatives immediately if any equipment breaks down during the operation, as to impact service. Contractor must replace the equipment within one hour or notify PGCPS of remedy to timely restore service.
 - D. Not all equipment is equal in size and capacity. All drivers/operators shall be properly licensed as required by Federal, State and Local laws and be able to produce their license on request. All Drivers/Operators of vehicles requiring a Commercial Driver's License (CDL) licensed Operator;

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Operator must have a current, valid CDL with appropriate endorsement(s) on their person while engaged in the performance of this contract and be able to produce them on request.

- E. Snowplow equipment will not be provided by the BOARD to attach to Contractor's machinery. Repairs to damaged plow equipment are the Contractor's responsibility. Wear and tear cost is to be figured into the hourly rate charged.
- F. The contractor must have no less than 5 trucks, minimum 5.

5. ROUTES

- A. Routes have been arranged by geographic locale with the intent that no schools are missed. The routes also have been dispersed among the BOARD forces to enable them to pick up or provide additional service to the schools.
- B. Contractor - Schools to be plowed may have to be plowed out of sequence on an "as needed basis." This out of sequence plowing will be directed by authorized employees of the BOARD. Reasons for out-of-sequence plowing may be: workplace schools, voting, oil deliveries, church use and other emergencies.
- C. Contractor - Routes may be awarded for compatibility with the type of equipment being offered. Other considerations may be travel time, distance from the area of snow plowing and the location of the plowing equipment.
- D. Routes will not be split further. This allows requested larger equipment an area to work in. It also allows the BOARD'S forces to work with the contractor.
- E. Under extreme snow emergency situations, contractors may be asked to provide additional services at locations not awarded to them by contract. (See the Cost Bid Form Attachment A- Add Alternate Pricing)
- F. In the past, contractors have not been penalized for work not completed. Contractor must show good faith effort to meet and fulfill the intent of this contract. If problems develop and persist during the contract period, these problems may be used in future bid evaluations and contract awards.

6. SALTING AND/OR SANDING LOTS – [ADD ALTERNATE]

- A. As required, PGCPS will notify Contractor for Salting and/or Sanding Lot services. Contractor must begin salting and/or sanding the lots, at the established activation time. Within two (2) hours of the start of snow removal operations and following every hour until the completion of the snow removal operations, the Contractor must email a report of all the completed work locations (include Route Number and facility name) to the Designated PGCPS Technical Representative at the email address specified. Reports are to be provided irrespective of the time (i.e. day or night) or the day (i.e. weekend, holidays, etc.). PGCPS reserves the right to notify the Contractor to stop the salting and/or sanding services at any time deemed necessary, at which time Contractor's billable services will stop.

7. LIQUID APPLICATOR DE-ICING – [ADD ALTERNATE]

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- A. PGCPs requires deicing material that is 100% in purity. If requested, the salt/sand mixture is 30% salt and 70% mortar grade sand. Upon contract award, PGCPs will provide a Facility List of locations with exceptions to this required mixture along with the appropriate materials provided for said facility will be listed. This list is subject to change during the term of the contract by written notification to the Contractor by PGCPs.
- B. The Contractor is advised that the Liquid Applicator Truck is a specialized piece of equipment that may or may not be used in every location in Prince George's County or prior to every storm. No sites will be treated until notified by a designed PGCPs Technical representative. These services are included in the Cost Bid Form Attachment A, as Add Alternative Services.
- C. The Liquid Applicator Truck for Anti-icing Operations with Contractor Supplied Equipment will work under the direction of a PGCPs Building Services representative. This anti-icing operation will normally occur prior to the start of a winter storm. The liquid applicator truck will pre-treat bus lanes, parking lots, entrances, and exits of the designated PGCPs High Schools. A list of designated sites will be provided. The truck, equipped with a ground speed controller, shall be capable of applying 30 gallons to 80 gallons of liquid chemical per lane mile and be capable of applying material to 1 lane and up to 2 lanes simultaneously. The truck shall be capable of performing this operation with a continuous flow of product at travel speeds of 25 miles per hour to 45 miles per hour.

The liquid tank must go through thorough cleaning prior to reporting to Prince George's County Schools for the purpose of assuring that the salt brine is not contaminated by foreign material. The liquid deicing material shall be supplied by the Contractor.

- 1. Bladensburg High
- 2. Bowie High
- 3. Central High
- 4. Charles Herbert Flowers High
- 5. Crossland High
- 6. Dr. Henry A. Wise Jr. High
- 7. DuVal High
- 8. Eleanor Roosevelt High
- 9. Fairmont Heights High
- 10. Frederick Douglass High
- 11. Friendly High
- 12. Gwynn Park High
- 13. High Point High
- 14. Largo High
- 15. Laurel High
- 16. Northwestern High
- 17. Oxon Hill High
- 18. Parkdale High
- 19. Potomac High
- 20. Suitland High
- 21. Surrattsville High

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D. Salting and/or Sanding services will be provided on a as needed, per treatment/per facility basis. The Contractor must provide a fixed cost for salting and/or sanding the entire area of the lot for a given facility as part of Bid Alternative Pricing. **PGCPS will provide hardscape landscape maps upon contract award based upon Route award(s).** The Contractor will bill PGCPS for every occurrence of complete treatment at any given facility.

A. The Contractor must follow as closely as possible any plowing priority as directed by PGCPS Service/Work Order.

B. All snow must be plowed in such a manner to reasonably avoid excessive loss of parking space(s) and entrapping parked vehicles. No snow will be plowed or stacked in front of entrances, doorways, dumpsters, handicap ramps, handicap parking spaces, sidewalks, electrical generator accesses, mechanical equipment, fuel tanks and/or other access areas. No snow is to be piled against fences. No snow is to be piled in front of curbs.

Contractor is responsible for placement of snow marking stakes where contractor deems it necessary to protect curbing, hydrants and other obstacles from accidental damage.

8. AREAS TO BE PLOWED AND OTHER CONDITIONS

A. Service drives, entrances, exits and parking lot areas.

B. Snow is to be plowed away from sidewalks, especially where buses load and unload students. Large schools may have multiple bus lanes. Please note and plow accordingly.

C. Pile snow in areas where possible, but do not block loading docks, dumpsters, fire hydrants, storm drains, and the like.

D. Back drag snow from areas of loading docks and dumpsters.

E. NOTE: Most schools are in need of every available parking space. Every effort should be made not to eliminate parking, especially at schools with small parking areas.

Plowing will be done in an orderly, professional manner. Do not leave snow piled or windrowed to crust over and cause damage to others.

AREAS NOT TO BE PLOWED AND SERVICES NOT TO BE PROVIDED

A. Do not plow sidewalks. **(Provided)**

B. Do not plow play areas.

C. Do not plow other areas not specifically specified or directed by authorized personnel.

D. No sanding or chemical de-icing services will be requested or provided.

E. **The BOARD OF EDUCATION will not pay for time traveled to and from job sites.**

9. SERVICE REQUESTS/WORK ORDERS

PGCPS will identify Designated PGCPS Technical Representatives in the Notice of Award and within any Renewal Term executed by PGCPS.

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Designated PGCPS Technical Representatives will follow the following protocols with initiating Service Requests.

- A. Intent to Mobilize- Call Contractor to notify Contract or Event and PGCPS Intent to Mobilize. This call is to advise 1. that an activation is possible and 2. the approximate time when it is expected that a final decision to activate is to be made.
- B. Notice to Mobilize- Email Contractor notification to mobilize. The Notice to Mobilize will include the Service Route, Crew Classification, Mobilization Time, and Term of Service.
- C. Contractor shall reply to acknowledge receipt and confirm Service deployment to include estimate arrival time for service.
- D. Based upon Emergency, CREW Classification, and/or After-Hours requests, PGCPS Notice to Mobilize and Contractor Response may vary and be delivered by same day phone calls and/or text messaging, followed by emails on the next business day.

PGCPS will notify the Contractor of the activation time at least two (2) hours in advance.

MATERIALS

Contractor(s) are responsible for all equipment and materials required in performance of this contract.

10. HOURS OF WORK

Service may be required at any time (day or night) and on any day of the week (Monday through Sunday), including holidays.

11. RESPONSE TIMES

- A. Response time services are defined as twenty-four (24) hours a day, seven days a week.
- B. The Contractor(s) will be responsible for ensuring all response contact information is current.
- C. PGCPS shall make phone notification to the Contractor(s) at the beginning of the snow event to request snow removal services.
- D. Contractor(s) is to be onsite within two (2) hours of notification by PGCPS when the services are requested.
- E. If Contractor(s) are unable to respond to the request within the specified time period above, the Contractor(s) is responsible for notifying PGCPS authorized personnel immediately by phone notification.
- F. Contractor(s) failure to adhere to response time requirements runs the risk of awarded route(s) being assigned to another contractor for snow event and subject to award termination.
- A. PGCPS shall receive priority consideration for assignment of snow removal vehicles, personnel and services.
- B. Contractor(s) shall provide and maintain accurate Point of Contact information required for twenty-four (24) hour, seven (7) day a week response throughout the term of contract award for PGCPS On-Call service notification(s).

12. PRICING AND INVOICING

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- A. Pricing shall be based on hourly rate, twenty-four (24) hours a day, seven days a week, all inclusive of operator and mobilization.
- B. Invoices shall include the following detail:
 - 1. Route Number
 - 2. Name of School Location
 - 3. Type of Equipment Used
 - 4. Number of Hours Equipment in Operation
 - 5. Hourly Rate
 - 6. Total Charge Amount

13. CONTRACT SNOW ROUTE AREAS

PGCPS will award contracted services by Route designation. PGCPS reserves the right to add, delete, or modify locations at its sole discretion; upon written notice to Contractor.

A. SNOW ROUTES LISTINGS

ROUTE C-1

Calverton Elementary
High Point High
James Duckworth School
Frances Fuchs Special Center
Hollywood Elementary
Paint Branch Elementary
Berwyn Heights Elementary
Springhill Lake Elem
Greenbelt Middle
Dora Kennedy
Greenbelt Elementary
Eleanor Roosevelt High
Catherine T. Reed Elem
DuVal High
Howard B. Owens S C
Robert Goddard

ROUTE C-2

Riverdale Elementary
Ellen Ochoa Middle
New William Wirt Middle
Hyattsville Elementary
Hyattsville Middle P-3
University Park Elementary
Northwestern High

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Nicholas Orem Middle
Ellen Ochoa
William Wirt Middle
Edward M Felegy

ROUTE C-3

Kettering Elementary
Kettering Middle
Carmody Hill
Oakcrest (JPHoyer Office)
Highland Park
Cora Rice
G James Gholson
Ernest E Just
Lake Arbor

ROUTE C-4

Arrowhead Elementary
H. Winship Wheatley SC
North Forestville Elementary
Longfields Elementary
District Heights Elementary
Francis Scott Key Elementary
William W. Hall Elementary

ROUTE C-5

John E Howard (Office)
Edgar A Poe
Bradbury Heights
Doswell E Brooks
Suitland Elementary

ROUTE C-6

Bonnie Johns (Office)
Matthew Henson
Kenmoor Elementary
Old Kenmoor Middle
New P-3 Kenmoor Middle
Columbia Park
Judge S Woods
Glenarden Woods
Ardmore Elementary
Charles H Flowers

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ROUTE C-7

Seat Pleasant Elementary
Robert Gray
Gladys N Spellman
New Fairmont Heights High

ROUTE C-8

Oxon Hill Middle
Indian Queen Elementary
Fort Foote Elementary
Potomac Landing Elementary
Colin Powell Acad. P-3

ROUTE C-9

Oxon Hill Staff (Office)
Issac J Gourdine
Friendly High
Crossland High
Avalon Elementary
Apple Grove
Tayac Elementary
Rose Valley (Office)
Clinton Grove
Oxon Hill Elementary
Oxon Hill High
Accokeek Academy Upper
Accokeek Academy Lower
Fort Washington Forest

ROUTE C-10

Owens Road (Offices)
Barnaby Manor Elementary
Forest Heights
Flintstone Elementary
Glassmanor Elementary
Valley View Elementary
Potomac High
Samuel Chase Elementary
J. Frank Dent Elementary
Allenwood Elementary
Middleton Valley (Offices)

End of Contract Snow Route Listing

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14. INSPECTION

All materials shall be subject to inspection and approval by the PGCPS designated representative. All corrections shall be completed as soon as the Board notifies the contractor at no additional cost to the Board.

15. UNFORESEEABLE CONDITIONS

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

16. DAMAGE

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

- A. Damage done to BOARD property during emergency snow removal operations will not be pursued for compensation. When overt damage has occurred, the cost of repairs will be withheld from billable hours with the contractor having to seek funds through their insurance.
- B. Damage to light poles, structural buildings and observable objects are areas that restitution will be sought. Snow covered curbs, gutters and grass areas are items that would typically be exempt from restitution if contractor negligence or incompetence is not involved.

17. VANDALISM/THEFT

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

18. IMPLEMENTATION TIMEFRAME

No work shall not commence prior to receipt of a Purchase Order has been issued. The PGCPS Building Service Supervisor or its designee *may* authorize work to start prior to receipt of a Purchase Order only **in the case of an emergency** in order to meet critical timelines.

19. MATERIAL MARK UP- [RESERVED]

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

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20. WARRANTY

The successful bidder shall, without undue delay, make any necessary adjustments, replacements, to the satisfaction of the Board, without additional costs. RESPONSIBLE means a person or entity that has the capability in all respects to fully perform all aspects of the contract with integrity and reliability that shall assure good faith performance.



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PART IV: BID EVALUATION AND AWARD

1. BIDDER RESPONSIBILITY

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

2. BID EVALUATION CRITERIA

Bidders are to select one or more Snow Route(s) (See Part III. Scope of Work) based on Contractor equipment type(s) and quantity(ies) to bid PGCPS On-Call Snow Removal Services at Various Locations. Bidders shall complete Attachment A- the Cost Bid Form to submit bids.

Bids will be evaluated based on the Total Bid Price. All responsive and responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the Attachment A – Cost Bid Form. **Bidders must bid on all line items.** Partial or incomplete bids will be rejected unless otherwise stated in the solicitation.

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

3. EVALUATION PROCESS

The evaluation will be based on the process described herein.

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

The award will be issued without discussion to the responsible and responsive bidder(s) whose bid meets the requirements and evaluation criteria set forth in the IFB and is either the most favorable bid price or most favorable evaluated bid price.

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

- a. **RESPONSIVE** means a bid or proposal submitted in response to an Invitation for Bids or Request for Proposals that conforms to all material aspects of the requirements contained in the Invitation for Bid or Request for Proposals.

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4. AWARD DETERMINATION

There is a total of Ten (10) Snow Route Groupings.

PGCPS reserves the right to limit the number of Groups awarded to a single vendor. The Award will be made to the responsible Bidder(s) who submits a responsive Bid that has the lowest Total Bid Price.

PGCPS intends to make the award for this solicitation to as many Bidders as deemed necessary to fulfill the anticipated requirements. The award will be made **first to the lowest responsible and responsive Bidder based on the lowest Total Bid Price as set forth in Attachment A, the Cost Bid Form.**

All additional awards will be made to responsible Bidders submitting responsive Bids in ascending order starting with the second lowest Total Bid Price and continuing until, in the sole discretion of PGCPS, sufficient awards have been made to fulfill the anticipated requirements. The Board reserves the right to make the award by item, groups, groups of items, or Total Bid Price if it is in the best interest of the Board.

If for any reason, the bid cannot be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and is the most favorable evaluated bid price, the recommendation shall be approved by the Board prior to awarding the contract.

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PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

2. CORPORATIONS

Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.

3. CERTIFICATES AND AFFIDAVITS

All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the bid pages of this specification. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and Small Business Enterprise affidavit.

4. SPECIAL SAMPLES WITH CERTIFIED APPROVAL

Bidders *may* be required to submit samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested if applicable.

5. BID PREPARATION FEES

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

6. BID EVALUATION FACTORS

While the specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the IFB. Bids shall consider the lowest responsive and responsible Bidder in relation to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Bidder's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

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7. BID AWARD APPROVAL

The contract is to be awarded to the responsible and responsive bidder(s) whose bid meets the requirements and evaluation criteria set forth in the invitation for bids, and is either the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. The award may be subject to final review and approval by the Board.

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

8. RIGHT TO PROTEST

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

- a. An interested party (bidding or standing or bidder) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or bidder that their bid or bid will be rejected.
- b. Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
- c. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - i. The name address and telephone number(s) of the protester.
 - ii. Identification of the solicitation
 - iii. Statement of reasons for the protest
 - iv. Supporting documentation to substantiate the claim

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- v. Proposed remedy to resolve

9. APPEAL OF CONTRACT AWARD DECISION:

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

- a. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- b. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- c. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.
- d. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
- e. The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

10. COMMENCEMENT OF SERVICES

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

11. ADDENDA

- a. No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received in writing via email to the Procurement Department points of contacts identified on the cover page. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.
- c. Failure of any Bidder to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Bidder from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

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12. STATEMENT OF CONFIDENTIALITY

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

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

13. TERM OF AGREEMENT

The anticipated initial term of this contract shall be **One (1) year**. The term of renewal shall not exceed **Three (3) one-year option periods**.

- a. The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.
- b. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract.
- c. The Board expects all vendors to provide cost reductions recommendations.
- d. Price decreases are acceptable at any time, need not be verifiable, and are required should the bidder/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- e. Price adjustments from the bidder/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

14. PRE-BID MEETING

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

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15. PAYMENT TERMS

The Bidder shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line-item price on the Purchase Order and made within 30 days after the date on the invoice and confirmation of receipt of services and or goods.

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

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

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

- a. Purchase Order Number
- b. Detailed Group billing (itemized individual location within Group)
 1. *Route Number*
 2. *Name of School Location*
- c. Date(s) of service
- d. Service performed
 1. *Type of Equipment Used*
 2. *Number of Hours Equipment in Operation*
- e. Total dollar cost of service per location
 1. *Hourly Rate*
 2. *Total Charge Amount*

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

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

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16. DURATION OF OFFER

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

17. MINORITY BUSINESS ENTERPRISE PROGRAM

The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded. **See MBE Administrative Procedure (AP) 3325.**

<https://www.pgcps.org/offices/general-counsel/administrative-procedures/3000---business--non-instructional-operations/ap-3325---minority-business-enterprise-procurement-procedures>.

- a. The Minority Business Enterprise program is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure.
- b. Only Those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective bid opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.

18. LOCAL MBE INITIATIVE

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

19. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

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

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

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20. E- COMMERCE

The eMaryland Marketplace law became effective on June 1, 2008, and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement awards on the State's ecommerce website eMaryland Marketplace Advantage (eMMA). All Bidders are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

21. INSURANCE

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

22. CYBER LIABILITY INSURANCE

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

23. LIQUIDATED DAMAGES

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

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

- a. Pursuant to Administrative Procedure 4215 - Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). No person may begin working in PGCPS until fingerprint background check results are received.

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- c. Required online Safe Schools training course(s) must be completed before providing a contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (RESERVED).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager

25. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

- a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.
- b. Any confidential information provided by THE BOARD to Bidder, including all copies thereof must be used by Bidder only as provided for by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the expressed written consent of THE BOARD and can only be done in accordance with applicable privacy laws. Bidder agrees to return to

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THE BOARD all such information within fifteen (15) days of the expiration of termination of this Agreement or with the express consent of THE BOARD. Bidders may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

26. PROTECTION OF STUDENT RECORDS

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

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

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

27. LEGAL COMPLIANCE

- a. It shall be the Bidder’s sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Bidder shall comply in all respects with Federal, State (including Maryland Motor Vehicle

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laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

- b. Specifically, bidders shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of bidder and bidder's subcontractor are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.
- c. The Board shall bear no responsibility for monitoring the Bidder's compliance with said legal requirements. Bidders' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Bidder.
- d. In the event of conflict between this IFB and any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.
- e. The Parties agree that all other terms and conditions of the Agreement shall remain in full force and effect and shall only be amended in writing, signed by both parties.

28. EPA COMPLIANCE

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

29. BONDING- [RESERVED]

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

PERFORMANCE AND LABOR BOND The successful respondent is required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that is equal to or exceeds \$100,000.00 (COMAR 21.06.07.10). The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

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

30. STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

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

- a. Bidder shall complete and submit an Appendix J, "State of Maryland Tax Certification", provide a current State of Maryland Certificate of Good Standing or other filing verifying the Bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained online at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state).
- b. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

31. PERSONAL IDENTIFIABLE INFORMATION (PII)

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

32. PERFORMANCE EVALUATION

PGCPS will complete an annual evaluation of the supportive program and related services provided. A copy of the evaluation will be provided upon receipt of request.

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33. TIE BIDS

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

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PART VI: SPECIAL TERMS AND CONDITIONS

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

1. INVITATION FOR BID (IFB)

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

2. GENERAL REQUIREMENTS

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

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specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

- e. **AGGREGATE BIDS:** Where provision is made on the bid form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the 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

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Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

- k. SUB-CONTRACTOR: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-bidder(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the sub-bidder(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. COOPERATIVE PURCHASING: The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

- m. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL
 - In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and

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lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.

- All bidders should review carefully the Conflict of Interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
- All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the IFB. All unit prices on items shall be completed on the bid sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any bids with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- 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- [RESERVED]

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. **Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between 8:30 a.m. and 3:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m to offices.** 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

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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 IFB DBS030-23 Chilling and Cooling Tower Maintenance and Repairs 42 at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 OSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this bid in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 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

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or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. Awarded Vendor, its employees, agents, volunteers, and bidders who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the IFB.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- 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.

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

6. BID SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a bid response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither

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law nor regulations make allowance for errors of omission or commission on the part of Vendors.

- b. **VENDOR ADDRESS:** Each bid must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the bid in the absence of written instructions from the Vendor to the contrary.
- c. **SAMPLES:** If required as indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the IFB number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the bid.
- d. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

7. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of

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

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

8. TERMINATION OF CONTRACT

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

9. GOVERNING LAW & VENUE

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

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10. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, cost breakout to include labor rate (hours) and material (cost and markup), and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Bid and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its IFB DBS030-23 Chilling and Cooling Tower Maintenance and Repairs 46 employees, agents, volunteers and bidders shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and bidders.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Bidder or its employees, agents, or volunteers.

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

11. CHANGES IN TERMS OR DELIVERY

- a. 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

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OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing: In the event of strikes, Acts of God, or other circumstances beyond the bidder's control which prevent completion of service or delivery, the bidder must secure temporary contractual relief. The circumstances and duration must be stated by the bidder in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day-to-day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE.**

APPENDIX A – BID AND ADDENDA ACKNOWLEDGEMENT

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

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

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

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Supervisory Personnel or other employees of the Prince George's County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND BIDDER NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

ACKNOWLEDGEMENT OF ADDENDA (when applicable)

The company/firm acknowledges the receipt of the following addenda for **IFB DBS014-25**. Bidder must sign below to acknowledge receipt for each Addendum. Bidders are directly responsible for obtaining updates, changes or addendums either from eMMA web-page or by contacting the Purchasing Office for instruction.

Vendor Name: _____

Name and Title: _____

(Authorized to sign on behalf of the Company)

Addendum No. 1 _____

Signature

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Addendum No. 2 _____

Signature

Addendum No. 3 _____

Signature

Addendum No. 4 _____

Signature

Addendum No. 5 _____

Signature

END OF APPENDIX A

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APPENDIX B – PAST PERFORMANCE REFERENCES IFB DBS026-03 ON-CALL SNOW REMOVAL Services at Various Locations

Bidders shall provide **three (3) references** with rendering services similar in size and scope to those in this IFB.

Bidder shall include references that are based upon projects that have been **completed by the bidder within the last five (5) years**.

This description shall include:

Summary of the services offered including the number of years the Bidder provided these services; a) the Bidders' ability to manage similar contracts, b) the quality and breadth of services provided by the Bidder under similar contracts.

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

Contract #: _____

- Date(s) of services _____
- Contract Awarded Value: _____
- Describe Scope of Work Performed: _____

- Describe Size of Project (Qualitative or Quantitative) _____

- Describe Level of Complexity _____

Reference Contact Name & Title **(must be available to validate information):**

Email Address: _____

Phone No: _____

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APPENDIX C - NON-COLLUSION CERTIFICATE

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

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

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

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

Signature of:

X _____

Bidder, if the bidder is an individual

X _____

Partner, if the bidder is a partnership

X _____

Officer, if the bidder is a corporation

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

X _____

Notary Public

My commission expires

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APPENDIX D - DEBARMENT AFFIDAVIT

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_____ being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain bid or

IFB dated, _____20____, to the Board of Education of Prince George's County:

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

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

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

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

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

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X _____
Notary Public

My commission expires

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APPENDIX E - ANTI-BRIBERY AFFIDAVIT

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

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

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

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

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

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

Signature of:

X _____
Bidder, if the bidder is an individual

X _____
Partner, if the bidder is a partnership

X _____
Officer, if the bidder is a corporation

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

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X _____
Notary Public

My commission expires

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APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE

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

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

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

This form must include the following clauses:

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

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

BIDDER NAME: _____

ADDRESS:

NAME OF SURETY: (TYPE OR PRINT)

NAME OF AGENT: (TYPE OR PRINT)

AGENT'S PHONE NO: _____

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

() LIMITS ON ABOVE POLICY WILL BE INCREASED

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() ABOVE POLICY NOW IN EFFECT

() POLICY WILL BE OBTAINED/ISSUED ON _____

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

- The Board of Education of Prince George's County is hereby named 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 BID FORM

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

Company Name: _____

Address: _____

Phone Number: _____

TO: Board of Education of Prince George's County

We propose to establish and maintain all services and goods identified by the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions under **IFB DBS026-03**.

Instructions:

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

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

Signature of:

X _____
(AUTHORIZED AGENT'S SIGNATURE)

X _____
(DATE)

(NAME)

(EMAIL)

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APPENDIX H - MBE FORM

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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

Prime Contractor
Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Number: _____

Ref

Bid# _____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE____ PGC MWE ____ MD MBE____ MD MWE____

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

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

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

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APPENDIX I – STATE OF MARYLAND TAX CERTIFICATION

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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

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

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

Signature

Date

Name (please type or print)

Witness Signature

Date

Name (please type or print)

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APPENDIX J – CERTIFICATION OF COMPLIANCE

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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

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

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

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

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

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

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[Abuse and Sexual Misconduct Prevention; MSDE Guidelines For MD. Code, Educ. 6113.2; and Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

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

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

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

Signature _____ Date _____

Print name and title of
signatory _____

Print name of
company _____

END OF ATTACHMENT J

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APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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

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

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

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

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

Signature of Vendor Authorized
Representative/Date _____

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Printed Name of Vendor Authorized
Representative_____

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APPENDIX L – STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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.

- c. 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).
- d. 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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ATTACHMENT A – COST BID FORM

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

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

[PGCPS IFB DBS 026-003 ON-CALL SNOW REMOVAL Services at Various Locations
Cost Bid Form](#)

****END BID FORM****

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ATTACHMENT B – ON-CALL POINT OF CONTACT FORM

IFB DBS026-03

ON-CALL SNOW REMOVAL Services at Various Locations

On Call Response Contact Information	
*Two sources must be provided	
Primary Contact Name	
Phone Number	
Email Address	
Contact Address	
Secondary Contact Name	
Phone Number	
Email Address	
Contact Address	

Contractor Name:	
Submitted By: (Printed Name)	
Title:	
Date:	

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****END OF ATTACHMENT B****

ATTACHMENT C – SUBCONTRACTOR(S) / TEAMING PARTNER(S) FORM

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Bidder Company Name: _____

Contact Person: _____

Phone (Day): _____

Phone (Night): _____

Emergency: _____

Email: _____

Address from which your snowplow equipment is responding:

Please Check one of the following:

☐ **No Subcontractor(s) and or Teaming Partner(s) will be used in performance of an awarded contract and not included in Bid Response.**

☐ **Subcontractor(s) and or teaming partner(s) included in Bid Response**

Company Name: _____

Contact Person: _____

Phone (Day): _____

Phone (Night): _____

Emergency: _____

Email: _____

Role in Performance of this contract: _____

Company Name: _____

Contact Person: _____

Phone (Day): _____

Phone (Night): _____

Emergency: _____

Email: _____

Role in Performance of this contract: _____

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Contractor Name:	
Submitted By: (Printed Name)	
Title:	
Date:	

END OF ATTACHMENT C**

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