PURCHASING AND SUPPLY SERVICES
Desmond Brown, Director of Purchasing and Supply Services
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

REQUEST FOR PROPOSAL — RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites

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ISSUED BY:	**The Department of Purchasing & Supply Services** **Attention: Travis Clarke**
RFP NUMBER:	**RFP PUR26-028**
RELEASE DATE:	**November 23, 2026**
PRE-PROPOSAL MEETING:	**Not Applicable**
QUESTIONS DUE DATE:	**December 4, 2026, at 11:00 a.m. EST**
PROPOSAL DUE DATE:	**December 28, 2026, at 11:00 a.m. EST**
DIRECT INQUIRIES TO PROCUREMENT:	Travis.Clarke@pgcps.org Michelle2.Tucker@pgcps.org

To All Prospective Offerors:

Prince George's County Public Schools (PGCPS) is soliciting proposals from qualified vendors for **RFP PUR26-028, Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites.**

Solicitation Documents may be obtained by:

- Download the solicitation by accessing the Prince George's County Public School Board's website at the following link: https://offices.pgcps.org/purchasing/bids.aspx
- Download the solicitation by accessing eMaryland Marketplace link: https://emma.maryland.gov/page.aspx/en/usr/login Please respond according to the instructions provided in the RFP. Offerors are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation, doing so may render an Offeror's Proposal unacceptable and subject to rejection.

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

PART I: INTRODUCTION AND BACKGROUND:

PGCPS is committed to supporting the academic achievement and holistic development of all students by providing safe, structured, and enriching learning environments that extend beyond the traditional instructional day. As part of this commitment, the district prioritizes access to high-quality before- and after-school programs that promote student growth, family stability, and equitable educational opportunities.

PGCPS currently administers Vendor-Managed Child Care Programs (VMCCP) across designated school sites to provide licensed childcare services for school-age students. These programs are designed to support working families while ensuring students have access to supervised, developmentally appropriate activities that reinforce positive social, emotional, and behavioral development.

Through this Request for Proposals (RFP), PGCPS seeks qualified, experienced vendors to operate VMCCP services at existing program sites throughout the district. The intent of this solicitation is to establish contractual partnerships with organizations capable of independently managing licensed childcare operations in accordance with Maryland State Department of Education - Office of Child Care (MSDE-OCC) requirements and all applicable federal, state, and local regulations.

PGCPS anticipates multiple awards to support continuity and operational flexibility. The program encompasses approximately 75 sites as a planning estimate; the school inventory provided for this solicitation identifies 64 current school sites, 11 additional available sites, and 7 prospective construction sites with anticipated openings from summer 2027 through summer 2029. Site listings are planning information, not guarantees of award, availability, enrollment, capacity, or start dates. Additional sites may be added during the contract term as community needs arise, subject to applicable approvals and written assignment.

This procurement is designed to strengthen the district's capacity to provide reliable, equitable, and sustainable out-of-school-time programming. Vendors are expected to demonstrate proven expertise in managing childcare or school-age enrichment programs, maintaining regulatory compliance, and effectively serving diverse student and family populations across multiple school communities.

1. NON-EXCLUSIVE

This is a non-exclusive, multiple-award solicitation for licensed before- and after-care services. PGCPS does not guarantee any minimum number of sites, students, revenues, or assignments. PGCPS will determine awards and school assignments internally in accordance with the disclosed solicitation requirements, documented program needs, vendor qualifications and readiness, and applicable approvals. Existing school sites will remain with their current vendors unless the current vendor releases the site or PGCPS otherwise lawfully changes the assignment under the applicable agreement.

2. OFFERORS IN LEGAL PROCEEDINGS WITH PGCPS

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

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

3. PERIOD OF PERFORMANCE

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

4. 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.

5. CONTRACT TYPE

The resulting contracts will establish approved parent-facing tuition and fee schedules, a vendor-funded operational model, and a six percent (6%) facility-fee remittance to PGCPS. The exact payment, reporting and approval requirements in Part III control. No minimum enrollment, revenue or site assignment is guaranteed.

6. CONTINUITY OF SERVICES

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

7. BONDING

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

A. <u>BID BOND (Not Required)</u>

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. <u>PERFORMANCE AND LABOR BOND</u> (Not Required)

Performance and labor bonds are not required for this solicitation unless expressly required by a formal addendum before proposals are due.

8. POINTS OF CONTACT

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

PROCUREMENT CONTACTS

Travis Clarke, Travis.Clarke@pgcps.org
Acting Supervisor of Purchasing and Supply Services

Michelle Tucker, Michelle2.tucker@pgcps.org
Procurement Specialist

PART II: INSTRUCTIONS TO OFFERORS

1. OFFEROR KNOWLEDGE OF TERMS AND CONDITIONS

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

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

2. PROPOSAL SCHEDULE

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

	Solicitation Milestones	Milestone Date
1	**Issue RFP Solicitation**	**November 23, 2026**
2	**Pre-Proposal Registration (Attachment B)**	**Not Applicable**
3	**Pre-Proposal Conference Date and Time**	**Not Applicable**
4	**Questions Due Date**	**December 4, 2026, at 11:00 a.m. EST**
5	**Proposal Due Date and Time**	**December 28, 2026, at 11:00 a.m. EST**
6	**Anticipated Award**	**March 2027**

3. PROPOSAL SUBMISSION REQUIREMENTS

To be eligible, proposals must be submitted through eMaryland Marketplace Advantage (eMMA) by the closing date and time established on the final solicitation cover and in eMMA, as amended by any addendum. The four-volume submission structure and two-envelope separation described below apply.

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

4. PROPOSAL MARKINGS

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

5. PROPOSAL SUBMISSION LAYOUT

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

GENERAL FORMAT- FOUR-PART SUBMISSION

- Volume I - Technical Proposal (Envelope One)
- Volume II – Minority Business Enterprise (MBE) (Envelope One)
- Volume III - Appendices (Envelope One)
- Volume IV – Revenue Generating Vendor Financial Proposal (Envelope Two)

6. BIDDER DELIVERY AND ENVELOPE PACKAGING

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

A. VOLUME I – TECHNICAL PROPOSAL (Envelope One)

The Technical Proposal shall be submitted in PDF format. Offerors should not include any pricing. Offeror should include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

1) TAB A – TRANSMITTAL LETTER

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

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

2) TAB B – LEGAL CLAIMS

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

3) TAB C – EXPERIENCE AND CAPABILITIES

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

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

Offerors shall submit MBE information in Volume II, Envelope One, as a separate file in eMMA. The solicitation-specific MBE participation goal is 15%, subject to the applicable PGCPS locally

funded procurement procedures. For this revenue-generating contract, the proposed measurement basis is actual gross program receipts before the 6% facility fee, with credit for eligible, documented MBE participation under the applicable procedures. Submit the participation commitment or a documented request for a full or partial waiver. Changes to committed MBE firms require prior written approval from Purchasing.

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

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

C. VOLUME III – Appendices (Envelope One)

Offerors shall submit the Appendices electronically in eMMA under the Technical Proposal folder in a separate file, titled as such. The Offeror shall sign, date, and notarize where applicable all appendices identified. **Appendices shall be packaged together as one file and delivered under Volume III, except Appendix G (Volume IV) and Appendix H (Volume II).**

- Appendix A – Proposal and Addendum Acknowledgement
- Appendix B – Past Performance and References
- Appendix C – Non-Collusion Certificate
- Appendix D – Debarment Affidavit
- Appendix E – Anti-Bribery Affidavit
- Appendix F – Certificate of Insurance Coverage
- Appendix G – Financial Proposal Terms (submit in Volume IV, Cost Proposal Envelope Two)
- Appendix H – MBE Form
- Appendix I – Certificate State of Maryland Tax Certification
- Appendix J – Certification of Compliance
- Appendix K – Vendor Conflict of Interest Disclosure Form
- Appendix L – Vendor Disclosure of Third-Party Digital Tools
- Attachment A-Revenue Generating Vendor Financial Proposal

Any separately issued site inventory, financial workbook, or supporting exhibits will be identified by title and version in the eMMA solicitation posting. Only exhibits formally issued with this RFP or an addendum are binding.

D. VOLUME IV – Revenue Generating Vendor Financial Proposal (Envelope Two)

The financial proposal shall disclose all proposed family-facing tuition and fees, subsidy treatment, optional charges, discounts, and the vendor's assumptions. The vendor is responsible for all costs of operating the program except any responsibility expressly assigned to PGCPS in this solicitation.

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

1) Offerors shall provide the Attachment A: Revenue Generating Vendor Financial Proposal on the Excel spreadsheet attached**.** Do not amend, alter, or leave blank any items on the Proposal Form or include additional clarifying or contingent language on or attached to the Proposal Form. Items or costs required to provide the services and deliverables as proposed but not identified will be the sole responsibility of the Offeror.

2) The Offeror shall demonstrate financial stability by submitting financial statements for the most recent two fiscal years, audited where available, or unaudited statements accompanied by an explanation. Financial statements shall be submitted in the designated confidential supporting file within the technical/qualifications envelope, not with price schedules, unless the final eMMA instructions expressly direct otherwise.

NOTE: Offerors shall refer to Attachment A-1 – Financial Proposal Instructions and Revenue Remittance Requirements for detailed instructions and requirements prior to completing and submitting Attachment A – Revenue Generating Vendor Financial Proposal (Excel spreadsheet). Offerors shall ensure that their financial proposals comply with all applicable instructions and requirements outlined therein.

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

PART III: SCOPE OF WORK

1. SCOPE OF WORK

VMCCP provides high-quality, licensed before- and after-school care for eligible school-age students enrolled in Kindergarten through Grade 6, and eligible pre-kindergarten students only where specifically authorized within PGCPS. The program shall deliver a safe, structured, and developmentally appropriate environment that supports academic enrichment, social-emotional development, and recreational engagement. Programming shall promote the holistic development of students through supervised enrichment, recreation, and developmentally appropriate activities that foster positive youth development and student well-being.

Program Eligibility and Licensing Requirements
The program shall serve eligible students in accordance with each site's approved license, applicable MSDE Office of Child Care (OCC) requirements, and written PGCPS authorization. Pre-Kindergarten participation is permitted only where the applicable licensing provisions allow it and PGCPS has approved it in writing. Vendors shall always maintain a valid Maryland State Department of Education (MSDE) childcare license for each operating site. Vendors shall comply with all applicable federal,

state, and local laws, regulations, and standards, including COMAR and MD EXCELS requirements. Vendors are solely responsible for maintaining continuous regulatory compliance and shall immediately notify PGCPS of any licensing change, violation, or corrective action.

Pre-Kindergarten Licensing Requirements
Vendors shall maintain all required MSDE Office of Child Care licenses and approvals for each site. Pre-K-age children may be served only within the age, capacity, staffing, ratio and other conditions of the applicable site license and COMAR requirements, and with prior written PGCPS authorization. A dedicated pre-K classroom or expanded enrollment requires any additional MSDE approval or license modification applicable to the proposed arrangement. Submit the supporting documentation to VMCCP/OAL before commencing services.

Pre-Kindergarten students may be served only when the vendor demonstrates that the specific program and site are authorized under applicable MSDE Office of Child Care requirements and PGCPS provides written approval. No numerical licensing exemption is represented or guaranteed by this solicitation. The vendor must document applicable age, group-size, ratio, staffing, facility and license conditions before enrollment.

Vendors are encouraged to obtain a full pre-kindergarten license to support the delivery of services and accommodate the needs of the PGCPS community. Any enrollment, care, or service delivery involving pre-kindergarten students shall comply fully with all applicable MSDE licensing requirements, regulations, and standards.

Service Delivery Requirements
Services shall be provided in alignment with the PGCPS academic calendar and adjusted dismissal schedules. Programming shall operate daily with before-school care from 7:00 AM until the start of the instructional day and after-school care from dismissal until 6:00 PM. Programs shall provide structured daily schedules that include enrichment activities, supervised recreation, and student engagement opportunities designed to support safe, consistent, and developmentally appropriate participation. Academic support may be included as enrichment but should not be the primary program function. Vendors shall provide all materials, supplies, equipment, and resources necessary for full program implementation.

Vendor Operational Responsibilities
Vendors are responsible for full program implementation and all day-to-day operational functions, including staffing, supervision, scheduling, and service delivery. Vendors should hire, train, supervise, and evaluate all personnel; maintain structured daily programming; ensure adequate staffing coverage; manage attendance tracking and enrollment changes; and maintain ongoing communication with families. Vendors shall provide all instructional, recreational, and operational materials and ensure compliance with all licensing, safety, and contractual requirements. Vendors shall maintain sufficient administrative and operational capacity to ensure uninterrupted services across all assigned sites.

Personnel, Background Checks, and Training Requirements
All personnel, including employees, contractors, subcontractors, volunteers, and temporary staff with student contact or access, shall complete all required background investigations and training prior to assignment. Required clearances include Criminal Justice Information System (CJIS) and FBI

fingerprinting, Child Protective Services clearance, SafeSchools training, mandatory reporting certification, and applicable physical examination and TB testing. No individual shall begin service until formally cleared by PGCPS. Re-fingerprinting is required for any break in service exceeding thirty days. Vendors should ensure ongoing professional development including CPR and First Aid, child development, behavior management, cultural competency, and mandated reporting requirements.

Student Safety, Emergency Preparedness, and Mandatory Reporting
Vendors shall develop, implement, and maintain comprehensive safety and emergency preparedness plans addressing fire drills, lockdown procedures, medical emergencies, severe weather events, and student reunification protocols. All staff shall be trained in emergency procedures prior to program participation. Vendors shall comply with all mandatory reporting obligations under PGCPS Administrative Procedure 5145 and applicable law. Any failure to comply with safety, supervision, or reporting requirements may result in immediate contract termination. Emergency school closures, early dismissals, and other changes to the school schedule shall be handled in accordance with PGCPS Administrative Procedure 6145, Attachment F, as applicable, and any written directions issued by PGCPS. Vendors shall communicate promptly with families and the PGCPS Program Liaison and shall not operate at a closed site without express authorization.

Reporting and Performance Management
Vendors shall submit monthly reports to the PGCPS Program Liaison, including enrollment and attendance data, enrollment changes and withdrawals, staffing updates, incident and injury reports, revenue summaries, and inspection documentation. Vendors shall participate in quarterly performance review meetings and cooperate fully with all monitoring activities. PGCPS reserves the right to require corrective action plans, enhanced monitoring, additional reporting, or site closure where necessary to protect students, ensure compliance, or maintain program quality.

Compliance, Privacy, and Data Security
Vendors shall comply with all applicable federal and state privacy and data protection laws, including FERPA, HIPAA, and Maryland regulations governing student records. Vendors should implement administrative, physical, and technical safeguards to protect confidential information, including role-based access controls, encryption of electronic data, secure storage of physical records, audit logs, and secure retention and destruction procedures. Any suspected or confirmed data breach shall be reported to PGCPS within twenty-four hours. These requirements extend to all subcontractors and third-party providers.

Student Information Sharing and Vendor Digital Tools
For program administration, PGCPS may provide student names to the assigned childcare vendor through a PGCPS-created Microsoft Excel spreadsheet. PGCPS will create and control the spreadsheet and establish the applicable access permissions and restrictions. The vendor shall access and use the information only for authorized program purposes, limit access to personnel with a legitimate need, and shall not redistribute, download, or disclose the information beyond the permissions and uses authorized by PGCPS. Any transfer or access involving student names shall use a PGCPS-approved secure sharing method; public links and unrestricted access are prohibited. The vendor shall promptly notify PGCPS of any suspected unauthorized access or disclosure.

The childcare vendor, rather than PGCPS, is responsible for reviewing and obtaining appropriate privacy, security, and accessibility assurances from any third-party registration, enrollment, payment, attendance, or program-management technology provider it chooses to use. The vendor shall maintain those assurances and provide them to PGCPS upon request. PGCPS is not directly procuring, approving, or independently vetting each vendor-selected third-party platform through this RFP. This provision does not waive applicable privacy, accessibility, or data-security obligations.

Third-Party Digital Tool Disclosure: Each Offeror shall complete Appendix L – Vendor Disclosure of Third-Party Digital Tools and submit it with Volume III (Appendices), Envelope One. The disclosure shall identify the third-party digital tools used to deliver the program, the categories of data held, and the vendor's arrangements for data protection and accessibility. The Offeror remains responsible for the accuracy of its disclosure and for compliance with the privacy, security, and accessibility obligations in this Scope of Work

Vendors are solely responsible for evaluating, vetting, and ensuring the privacy, security, accessibility, and legal compliance of all digital tools, applications, software platforms, and third-party service providers used to administer and operate the before- and after-school childcare program. This includes systems used for registration, enrollment, attendance, payments, parent communications, and collecting, storing, processing, or transmitting student and family information.

Vendors shall maintain documentation demonstrating compliance with these requirements—including technology inventories, completed privacy and security assessments, executed Data Processing Agreements (DPAs), vendor accessibility statements, and product accessibility conformance reports (ACR), using the ITI International VPAT edition. This documentation must be made available to PGCPS upon request. Vendors remain responsible for the acts and omissions of their technology providers and subcontractors regarding the protection of program-related information.

Vendors shall not implement any digital tool or engage any third-party technology provider that fails to meet these requirements. PGCPS reserves the right to review compliance and require corrective action, including discontinuing platforms that present unacceptable accessibility, privacy, or security risks. Continued use of non-compliant platforms may result in breach and termination of the contract.

PGCPS's review or approval of any platform does not relieve the vendor of its obligations under this provision.

Financial Requirements and Payment Obligations
The vendor shall submit a complete proposed tuition and fee schedule for PGCPS review. No new charge or rate increase may be imposed without prior written PGCPS approval by the designated authorized official. The vendor shall remit six percent (6%) of Gross Program Receipts, as defined below, for each assigned site each month. PGCPS shall have audit, verification, reconciliation and recovery rights as stated in the Financial Accountability provisions below.

Inspections, Monitoring, and Corrective Action
Vendors shall be responsible for all licensing-related inspections, including Use and Occupancy permits and fire inspections. Vendors shall submit all inspection reports, findings, and corrective action documentation to PGCPS within two business days of receipt. Vendors shall cooperate fully with all monitoring, audits, and site reviews conducted by PGCPS and shall implement corrective actions within established timelines. PGCPS reserves the right to require immediate corrective action, impose enhanced monitoring, or initiate site suspension or closure where necessary to protect student safety or ensure compliance.

Site Continuity and Discontinuation of Services
Vendors shall maintain continuous operations at all assigned sites throughout the academic year and shall not discontinue services without prior written approval from PGCPS. Any request to discontinue services must be submitted no later than March 1 of the upcoming school year and must include justification and a transition plan. PGCPS may conduct a needs assessment to determine continued service requirements or reassignment of sites. Vendor-initiated discontinuation without approval may result in a fee of up to six percent of the most recent monthly gross revenue to offset administrative and transition costs.

Family Engagement and Language Access
Vendors shall ensure equitable access to services for families with limited English proficiency through translation of materials, interpretation services, and culturally responsive communication practices. Vendors shall maintain ongoing communication with families regarding program operations, incidents, and updates and shall provide structured mechanisms for feedback, concerns, and family engagement.

Insurance and Liability
Vendors shall maintain continuous insurance coverage throughout the term of the contract, including general liability, workers' compensation, and childcare program liability insurance in amounts sufficient to cover all program operations and associated risks. Proof of insurance shall be provided prior to program commencement and maintained throughout the contract term. Vendors are solely responsible for all claims arising from program operations and shall ensure subcontractor compliance with equivalent insurance requirements.

School Site Availability and Addition of Sites

The inventory below reflects the school locations identified by VMCCP/OAL. The approximately 75-site estimate is a planning figure and is not a representation that every listed location is available for immediate assignment. The current list contains 64 sites; 11 additional sites are identified as available; and 7 construction sites are prospective, for a total of 82 named locations across all categories. Enrollment, licensed capacity, operational readiness, and actual availability vary by site and have not been supplied as guaranteed quantities. PGCPS may add other locations during the contract term as community needs arise, subject to licensing, facility readiness, contract requirements, and written authorization.

Current School Sites (64) — Existing vendor continuity applies; these sites remain with their current vendor unless released by that vendor or otherwise reassigned in accordance with the applicable contract and PGCPS authority.

- Accokeek Academy
- Andrew Jackson Academy
- Allenwood Elementary
- Apple Grove Elementary
- Ardmore Elementary
- Arrowhead Elementary
- Avalon Elementary
- Barack Obama Elementary
- Benjamin Foulois Creative and Performing Arts
- Brandywine Elementary
- Capitol Heights Elementary
- Carmody Hills Elementary
- Clinton Grove Elementary
- Colin Powell Academy
- Cora L. Rice Elementary
- Doswell E. Brooks Elementary
- Francis Scott Key Elementary
- Gladys Noon Spellman Elementary
- Glenarden Woods Elementary
- Heather Hills Elementary

Gross Program Receipts means all monies actually collected by or on behalf of the vendor in connection with program services at an assigned PGCPS site, including tuition, registration and enrollment fees, late-pickup charges, activity and other program-related fees, and public or private subsidy payments. The six percent (6%) monthly facility fee applies to all such receipts. Amounts not collected are not receipts; documented refunds actually returned and duplicate entries shall not be counted twice. No deductions are permitted for vendor operating expenses, payroll, supplies, merchant processing, overhead, subcontractors, or other costs. The vendor must provide an auditable, site-specific reconciliation of all collections and any refunds or corrections.

- Hillcrest Heights Elementary
- John Bayne Elementary
- John Hanson Montessori
- Judith P. Hoyer Montessori
- Kettering Elementary

PGCPS shall provide custodial services, facility access, and available program storage as part of the six percent (6%) revenue/facility-fee arrangement, subject to school rules and designated space. The vendor remains responsible for children in its care, including supervision and management of late pickups, compliance with security and access protocols, proper use of assigned space, and reporting of incidents. For emergency closures and changes to the school schedule, the vendor shall follow the applicable PGCPS administrative procedure and written district direction. No vendor may access or operate in a closed building without PGCPS authorization. Site-specific logistics and contacts will be documented before service begins.

- Lake Arbor Elementary
- Longfields Elementary
- Maya Angelou French Immersion
- Melwood Elementary
- Overlook Spanish Immersion
- Panorama Elementary
- Patuxent Elementary
- Perrywood Elementary

Attachment A shall capture each vendor's proposed before-school, after-school, and combined tuition; registration and other fees; late-pickup charges; discounts; subsidy acceptance and treatment; refund policies; and any other charges or assumptions affecting family costs. Offerors shall propose their own rates for PGCPS evaluation and approval; this solicitation does not establish a maximum tuition rate. PGCPS will compare disclosed proposed rates and fee structures consistently, including their affordability and overall financial impact, under the published evaluation criteria. No new charges or rate changes may be implemented without prior written PGCPS approval.

Financial proposals will be evaluated as part of the competitive evaluation using vendor-proposed tuition and fee schedules. The precise scoring weight, comparative method, and any standardized family-cost scenario must be approved by Purchasing and stated in the published solicitation before proposals are due. The technical factors and MBE provisions remain as set forth in the evaluation table, subject to final consistency review. No unpublished scoring formula may be introduced after receipt of proposals.

- Rosaryville Elementary
- Suitland Elementary
- University Park Elementary
- Waldon Woods Elementary
- Woodmore @ Meadowbrook
- Berwyn Heights Elementary
- Cherokee Lane Elementary
- Glenn Dale Elementary
- Greenbelt Elementary
- Kenilworth Elementary
- Magnolia Elementary
- Marlton Elementary
- Mattaponi Elementary
- Montpelier Elementary
- Northview Elementary
- Pointer Ridge Elementary
- Robert Goddard Montessori
- Rockledge Elementary
- Scotchtown Hills Elementary

- Tulip Grove Elementary
- Whitehall Elementary
- Yorktown Elementary
- Bond Mill Elementary
- Dora Kennedy French Immersion
- Highbridge Elementary
- Laurel Elementary
- Vansville Elementary

Additional School Sites Identified as Available (11) — Assignment remains subject to written PGCPS confirmation, licensing, and readiness.

- District Heights
- Francis T. Evans

Administrative screening will verify timely submission, required forms and signatures, applicable licensing evidence, and stated minimum qualifications. Evaluation will follow the criteria and financial methodology in Part IV.

- Oxon Hill
- Princeton
- Samuel Chase
- Seabrook
- Tayac
- Valley View
- William Beanes
- Woodridge

PGCPS reserves the right to make multiple awards and will determine school assignments internally. Awards do not guarantee an individual school assignment. Assignments will be documented by PGCPS and may consider verified vendor capacity, licensing, operational readiness, geographic coverage, family continuity, program needs, and approved tuition and fees. Existing sites remain with current vendors unless released or otherwise lawfully reassigned. Written assignment is required before operations commence; no material change to awarded terms is authorized without an approved modification.

- Hyattsville Elementary
- Fairwood
- Robert Frost Area
- Brandywine 3-8

Prospective New Construction — Anticipated Opening Summer 2028 (not guaranteed)

- Duckworth
- Springhill Lake Elementary

Prospective New Construction — Anticipated Opening Summer 2029 (not guaranteed)

• Cool Spring Elementary

Site capacity and historical enrollment figures have not been provided. Offerors shall not infer a minimum student population or guaranteed site assignment from this inventory. PGCPS will communicate confirmed site assignments, approved spaces, operating capacity, and start dates in writing.

4. TECHNICAL RESPONSE

Technical Approach

Respondents shall provide a comprehensive Technical Approach demonstrating their ability to plan, implement, and sustain Before and After Care Services in full compliance with the Scope of Work, applicable COMAR regulations, federal and state requirements, and all PGCPS policies. The response shall clearly demonstrate the Respondent's capacity to deliver safe, structured, high-quality programming while maintaining continuous compliance with all operational, licensing, and performance standards throughout the term of the contract.

Respondents shall provide a detailed implementation plan and timeline outlining all activities required to successfully launch and sustain services in accordance with PGCPS scheduling requirements. The plan shall identify key milestones, decision points, deliverables, responsible personnel, and sequencing of tasks necessary to ensure timely startup, operational readiness, and uninterrupted service delivery.

Respondents shall identify all personnel, staffing resources, and implementation teams assigned to the program. This shall include estimated availability, level of effort, years of experience with the organization, and experience delivering programs of similar scope and complexity. The submission shall demonstrate how staffing structure, personnel qualifications, and resource allocation collectively support effective program delivery, compliance with regulatory requirements, and consistent service quality across all assigned sites.

Eligibility and Qualifications

Respondents shall demonstrate a minimum of five (5) years of experience providing before- and after-care services for school-age children in grades PreK–6, preferably within a public-school setting or similarly structured educational environment. Evidence shall include the scope, scale, duration, and outcomes of prior programs demonstrating sustained performance and operational success.

Respondents shall provide documented experience demonstrating compliance with applicable federal, state (including MSDE), and local laws, regulations, and licensing standards governing childcare and school-age programs.

Respondents shall submit résumés or professional biographies for all key personnel assigned to this project. Submissions shall clearly demonstrate relevant experience aligned with the requirements of

this solicitation. Personally identifiable information beyond names and professional qualifications should be excluded.

Respondents shall also provide documentation of all applicable licenses, certifications, and training held by the firm and its personnel that support the delivery of compliant Before and After Care Services.

Capacity
Respondents shall demonstrate the organizational capacity, infrastructure, staffing, and resources necessary to implement and sustain the Before and After Care program as defined in this solicitation within the required timeframes established by PGCPS.

Respondents shall identify the number of school sites they can manage concurrently while maintaining full compliance, program quality, and operational stability. The response shall include evidence of prior multi-site program management experience and the systems used to ensure consistent oversight, staffing adequacy, and service continuity across locations.

Past Performance and References
Respondents shall demonstrate a minimum of three (3) years of successful experience providing services to school-age populations in before- and after-school or comparable structured youth programming environments.

Respondents shall submit a minimum of five (5) client references for similar projects completed within the last five (5) years. Reference information shall be provided in Appendix B and shall include client name, contact information (name, title, address, telephone number, and email), description of services provided, project scope, and period of performance.

Respondents shall disclose any litigation, allegations of abuse, or licensure sanctions within the past five (5) years. Full disclosure is required; incomplete responses may result in a score of zero for this evaluation category.

For reporting purposes:
If no allegations exist, Respondents shall state “No Allegations.”
If no licensure sanctions exist, Respondents shall state “No Licensure Sanctions.”

Where applicable, Respondents shall include the issuing agency, nature of the issue, disposition, and corrective actions taken.

MBE Minority Business Enterprise (MBE)
Offerors shall fully describe within their Technical Response how they intend to achieve the Minority Business Enterprise (MBE) participation goal established in this solicitation. The response shall clearly identify each proposed MBE firm, including their roles, responsibilities, and scope of work within the overall project delivery structure.

The narrative shall demonstrate how MBE participation is meaningfully integrated into program execution and how it supports successful delivery of services, compliance with contractual requirements, and overall program performance. Dollar values shall not be included in this section.

FINANCIAL ACCOUNTABILITY AND DEFINITIONS

Gross Program Receipts means all amounts received by or on behalf of the vendor in connection with services at an assigned PGCPS site, including tuition, registration and enrollment charges, late pickup fees, activity or other program charges, and public or private subsidy payments. Exclude only documented refunds actually paid to families or funding agencies, duplicate collections, and taxes collected solely for remittance to a taxing authority. Discounts reduce receipts only to the extent no corresponding payment is received. Bad debts are not receipts until collected. No deductions are permitted for payroll, supplies, merchant fees, overhead, subcontractors, scholarships funded from receipts, or other operating expenses.

Within fifteen (15) calendar days after each calendar month, the vendor shall submit a site-by-site reconciliation showing opening receivables, enrollments, attendance, billed charges by category, discounts, subsidies billed and collected, cash and electronic collections, refunds, adjustments, ending receivables, Gross Program Receipts, the 6% facility fee, and remittance confirmation. Remittance shall accompany the report. Records must reconcile to bank deposits, payment processor reports, ledgers and subsidy statements. Late or disputed amounts are subject to written notice, reconciliation and recovery under the executed contract and applicable law; no unapproved penalty rate is created here.

The vendor shall maintain complete site-level financial and enrollment records for the contract term and the retention period otherwise required by the contract and law, whichever is longer. PGCPS and authorized auditors may inspect relevant records on reasonable notice, subject to applicable student privacy safeguards. The vendor shall resolve documented discrepancies and pay under-remitted amounts within thirty (30) calendar days of written notice unless a different written resolution is approved. Material misreporting may support corrective action, site reassignment or contract remedies after appropriate notice and review.

SITE ALLOCATION, READINESS AND TRANSITION

An award does not guarantee a site. Prior to commencement at any site, the vendor shall provide evidence of site-specific licensure/authorization, approved staffing and ratios, background checks, insurance, parent communication, emergency plans, fee schedules and operating readiness. PGCPS will issue written site assignments identifying the site, authorized start date, hours, approved spaces, capacity and designated contacts.

Site assignments will consider evaluation results, verified capacity, licensure, geographic coverage, operational readiness, family continuity, approved pricing and documented PGCPS needs. PGCPS may reassign a site for documented performance, safety, licensing, capacity or program reasons in accordance with contract notice and transition provisions. Vendors shall cooperate in transferring family communications, appropriate records and operational responsibilities securely without interruption where practicable.

Site-specific responsibilities for custodial coverage, access, keys, storage, security, emergency closures and facility restoration shall be documented in the site assignment or a PGCPS-approved operating protocol before operations begin. No vendor shall assume access to a closed building without written authorization. Changes to assigned space or hours require PGCPS approval.

SERVICE LEVELS AND CORRECTIVE ACTION

The vendor shall always maintain all legally required ratios and qualifications, verify student sign-in/sign-out and authorized release, notify PGCPS promptly of serious safety events, and meet all mandated reporting obligations. Serious incidents requiring emergency response or posing immediate risk must be reported to the designated PGCPS contact as soon as practicable, with written follow-up within one business day, without delaying any legally mandated notification.

Monthly reporting shall include attendance, capacity utilization, staffing and vacancies, licensing status, incident counts and resolution, complaints and resolution times, family communications, subsidy and fee collections, 6% reconciliation, and corrective-action status. PGCPS may conduct scheduled or unannounced site monitoring consistent with applicable law.

For non-emergency deficiencies, PGCPS may issue a written corrective-action notice identifying the issue, evidence, responsible party and required completion date. The vendor shall submit a corrective-action plan within five (5) business days unless PGCPS specifies a shorter period justified by risk. Immediate safety threats may require suspension of affected activities pending remediation, subject to contract terms and applicable law.

FAMILY ACCESS, PRIVACY AND COMMUNICATION

The vendor shall publish an approved parent handbook and fee schedule covering eligibility, registration, payment, subsidies, refunds, late pickups, discipline, complaints, emergency closures, accessibility and language assistance. Fees may not be charged unless disclosed in the approved schedule. Family complaints shall be logged, acknowledged within two business days, and tracked through resolution; urgent safety complaints require immediate escalation.

Student information shall be collected and shared only as necessary for authorized program operations, safeguarded under applicable law and PGCPS requirements, and returned or securely disposed of upon termination as directed by PGCPS. The vendor shall notify PGCPS promptly of suspected unauthorized access and follow applicable breach notification requirements. HIPAA shall apply only to information and activities actually subject to that law.

FINANCIAL PROPOSAL AND COMPARABILITY

Attachment A shall disclose before-school, after-school and combined tuition, mandatory registration and other fees, late-pickup charges, discounts, subsidy acceptance, refund policies and any expressly permitted adjustments. For evaluation, use three hypothetical students, one in each service category, attending five days per week for 36 weeks (180 service days), with one registration per student. Include all mandatory charges; exclude optional charges, late fees, discounts and subsidies from the comparison. Convert periodic tuition to the equivalent 180-day charge, using the disclosed billing frequency (36 weeks or nine monthly billing periods). This scenario is for comparison only and guarantees no enrollment or revenue.

Financial proposals will be scored out of 20 points using the evaluated family cost described above. Technical factors total 80 points; up to five additional MBE bonus points may be earned under Part IV. The fixed 6% remittance is not a competitive price factor.

PART IV: PROPOSAL EVALUATION AND AWARD

1. EVALUATION COMMITTEE

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

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

Offeror, including any of their representatives, subcontractors, affiliates and interested parties shall not contact any member of the Committee or any person involved in the evaluation of the proposals. All inquiries related to this procurement must be handled by the RFP officials identified on the cover page. Failure to comply with this directive may, at the sole discretion of the Board, result in the disqualification of an offeror from the procurement process. The Evaluation Committee will make the final decision about acceptability of proposals.

2. EVALUATION PROCESS

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

a. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offerors' technical proposal.
b. After technical evaluation is completed, qualified financial proposals will be opened and evaluated using the common family-cost scenario in Part III. Financial points = (lowest evaluated family cost among qualified offers ÷ offeror's evaluated family cost) × 20, rounded to two decimal places. If the lowest evaluated cost is zero, zero-cost offers receive 20 points and positive-cost offers receive zero points. All mandatory charges must be disclosed; incomplete or inconsistent pricing will be addressed under applicable solicitation rules.
c. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
d. Based on the results of the evaluation, the highest rated offeror(s) *may be* invited by the Director of Procurement to make oral presentations to the Committee. The Committee will then conduct final evaluation of the proposals.
e. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

EVALUATION GOVERNANCE AND RECORD: Each evaluator shall complete an independent written assessment identifying strengths, weaknesses and rationale against each published factor before consensus. The evaluation committee shall document its consensus scores, reference checks, responsibility findings, financial evaluation and multiple-award/site-allocation rationale. Any discussions, clarifications and best-and-final offers shall be conducted consistently with the solicitation and applicable procurement rules.

f. Should the Committee determine in writing and at its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Board, if appropriate, prior to actual award of contract. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

3. EVALUATION CRITERIA

Proposals will be evaluated only under the factors and methods disclosed in this solicitation. PGCPS may reject nonresponsive proposals and may request clarifications or discussions in accordance with applicable requirements. All substantive evaluation criteria, price considerations and multiple-award selection methodology must be finalized and published before the proposal deadline.

The evaluation committee shall independently review and then reach documented consensus on the published technical factors. Financial proposals will be reviewed separately under the final published financial evaluation method. No undisclosed factors or post-receipt scoring changes may be used.

EVALUATION FACTORS

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

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

Administrative screening will verify timely submission, required forms and signatures, applicable licensing evidence, and other stated minimum qualifications. Technical proposals meeting the published requirements will be evaluated against the factor table below.

Evaluation Factor	
Technical Approach	40%
Eligibility and Qualifications	25%
Capacity	15%
Past Performance and References	20%
Minority Business Enterprise (MBE) 5 Bonus Pts	5 points

MBE participation: Five bonus points are awarded for a documented commitment meeting or exceeding the 15% participation goal, using eligible certified MBE participation and required forms under Section 13; otherwise, zero bonus points. An approved full or partial waiver may satisfy the applicable participation requirement but does not itself earn bonus points. Certified prime participation counts only to the extent permitted by the linked procedures. No bonus is awarded solely for certification without qualifying participation.

PGCPS may recommend award to one or more responsible offerors whose proposals are most advantageous under the published criteria. A high evaluation score does not guarantee a specific site assignment. Final award and any site assignments remain subject to required approvals, satisfactory verification of qualifications and licensing, and execution of applicable contract documents.

4. PROPOSAL AWARD

The Award of this contract will not be final and complete until after: (1) Offeror has an active iSupplier, (2) the Offeror submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (3) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board, if such approval is required.

PGCPS reserves the right to make multiple awards. Initial site allocations will be based on evaluated technical merit, demonstrated capacity, documented site-specific readiness and licensing, geographic coverage, family continuity, and approved proposed tuition/fees. PGCPS will document the rationale for allocations. Changes in assignments shall be communicated in writing and will not authorize a material change in awarded terms without a duly approved modification.

PART V: GENERAL TERMS AND CONDITIONS

1. PARTNERSHIPS

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

2. CORPORATIONS

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

3. SAMPLES

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

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

4. PROPOSAL PREPARATION FEES

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

5. RIGHT TO PROTEST

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

a. An interested party (bidder of standing or offeror) must file a protest with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the offeror or bidder that their proposal or bid will be rejected.

b. The offeror of standing is an offeror who would be directly next in line for an award should the protest be supported.

c. The protest shall be written in detail addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:

   i. The name, address and telephone number(s) of the protester.
   ii. Identification of the solicitation
   iii. Statement of reasons for the protest
   iv. Supporting documentation to substantiate the claim
   v. Proposed remedy to resolve

6. APPEAL OF CONTRACT AWARD DECISION:

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

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

c. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public-school law.
d. The Board reserves the right to award during protest and/or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
e. The Offeror shall refer to the General Terms and Conditions attached to the proposal for details regarding the Term of Contract for this proposal.

7. COMMENCEMENT OF SERVICES

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

8. ADDENDA

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

9. STATEMENT OF CONFIDENTIALITY

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

Proposal submissions are subject to the Maryland Public Information Act (Maryland Code, General Provisions Article, § 4-101 et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

10. TERM OF AGREEMENT

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

a. The offeror warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.
b. The Board may exercise the option to extend services in accordance with Part I, Section 4, for a total extension not exceeding 12 months.
c. The Board expects all vendors to provide cost reduction recommendations.
d. Price decreases are acceptable at any time, need not be verifiable, and are required should the offeror/producer/processor/manufacturer experience a decrease in costs associated with the execution of the contract.
e. Price adjustments from the offeror/producer/processor/manufacturer for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
f. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

11. PRE-PROPOSAL MEETING

NOT APPLICABLE

12. REVENUE REMITTANCE AND FINANCIAL REPORTING

This is a revenue-generating contract. PGCPS does not pay the vendor for routine childcare services under this contract. The vendor collects approved family fees and applicable subsidies and remits 6% of Gross Program Receipts to PGCPS.

The vendor shall submit monthly site-level reconciliation and remit the facility fee within fifteen (15) calendar days after each calendar month, in accordance with Part III.

Remittance shall be made by ACH using payment instructions separately provided by PGCPS through an authorized secure channel.

The vendor shall maintain supporting records and correct under-remittances within the timeframes in Part III.

Financial reports shall be submitted to the designated PGCPS Office of Accreditation and Licensing (OAL) contact using the approved secure reporting method.

PGCPS may audit, reconcile and recover amounts due and exercise applicable contractual remedies for noncompliance. No standard vendor invoice or accounts-payable provision creates a PGCPS payment obligation under this revenue-generating contract. Part III and this section control over conflicting boilerplate.

13. MINORITY BUSINESS ENTERPRISE PROGRAM

Offerors shall review and comply with the applicable PGCPS Minority Business Enterprise (MBE) Procurement Procedures for Locally Funded Contracts and associated forms, available at the following links:

Minority Business Enterprise Procurement Procedures for Locally Funded Contracts

Minority Business Enterprise Procurement Procedures for Locally Funded Contracts – Attachments 1–7

Offerors shall submit applicable MBE documentation in Volume II, Envelope One, including the utilization affidavit and required participation or waiver documentation, in accordance with the linked procedures and Part II. Post-award reporting shall be provided as applicable under those procedures.

a. MBE certification shall be evidenced by current certification from the Maryland Department of Transportation (MDOT), Prince George's County Supplier Development and Diversity Division (SDDD), or Washington Metropolitan Area Transit Authority (WMATA), in accordance with the linked procedures.

14. LOCAL MBE INITIATIVE

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

15. MINORITY BUSINESS ENTERPRISE PROHIBITIONS

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

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

16. E- COMMERCE

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

17. CYBER LIABILITY INSURANCE

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

18. LIQUIDATED DAMAGES

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

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

a. Pursuant to Administrative Procedure 4215 - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).

b. All fingerprint background checks and CPS clearances must be completed and approved prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (https://www.pgcps.org/fingerprinting/#service). **No person may begin working in PGCPS until fingerprint background check results are received.**

c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors).

d. Safety Management System (reserved).

e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified. All correspondence should include the following information as applicable:

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

20. EDUCATIONAL/MEDICAL/PSYCHOLOGICAL RECORDS

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

a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR Part 160 and Part 164, Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable.

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

21. PROTECTION OF STUDENT RECORDS

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

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

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

22. LEGAL COMPLIANCE

a. It shall be the Offeror's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. Offeror shall comply in all respects with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.
b. Specifically, offerors shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of offeror and offeror's subcontractor are screened through the Federal Government's E-Verify system, found at www.dhs.gov/E-Verify. This is a "no fee" service.
c. The Board shall bear no responsibility for monitoring the Offeror's compliance with said legal requirements. Offerors' violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Offeror.
d. In the event of conflict between this RFP and any of the General Terms and Conditions proposed by any offeror or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.

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

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

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

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

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

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

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

26. OFFEROR PERFORMANCE EVALUATION
PGCPS will complete an annual evaluation of the supportive program and related services provided.

PART VI: SPECIAL TERMS AND CONDITIONS

1. REQUEST FOR PROPOSAL

a. DIRECTIONS: The Board of Education of Prince George's County (The Board) invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Offeror" will mean any reliable and interested broker, vendor, supplier, offeror, and/or manufacturer that wants to respond to this RFP.

2. GENERAL REQUIREMENTS

a. AUTHORIZED DEALERS: If applicable, only authorized dealers may submit a proposal on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

b. INSPECTIONS: The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.

c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.

d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions table attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.

e. AGGREGATE BIDS: Where provision is made on the cost proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is

in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

f. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.

g. USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.

h. PRODUCT OFFERED BY THE VENDOR: The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

i. COMPLIANCE WITH SPECIFICATIONS: The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grades and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.

j. DEVIATIONS TO SPECIFICATIONS: Any deviation from the specifications must be noted in detail by the Vendor, in writing, as a separate attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

k. SUBCONTRACTORS: The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee prior to any work performed. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.

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/offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

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

m. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL
   - In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All offerors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
   - All offerors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with the school system.
   - All offerors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the bid sheet(s). In case of error in extension of prices in the bid response, the unit price shall govern.

b. UNITS OF MEASURE: Wherever The Board indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any bids with Vendor escalator clauses, unbalanced figures, or irregular features.

c. DELIVERY CHARGES: All prices shall include FOB Destination.

d. CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.

e. PRICE REDUCTIONS: The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.

f. TAXES: The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

a. GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **7:00 a.m. and 2:00 p.m unless coordinated with Building Supervisor.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendors will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

b. SPECIAL DELIVERY INSTRUCTIONS: Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites

under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.

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: Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendors must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

b. Awarded Vendor, its employees, agents, volunteers, and offerors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.

c. GUARANTEE PERIOD: The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the IFB.

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

e. OFFICE EQUIPMENT (N/A): Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.

f. OTHER EQUIPMENT (N/A): Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.

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

6. ANNULMENTS AND RESERVATIONS

a. RIGHT TO REJECT: The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise 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 the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

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

7. TERMINATION OF CONTRACT

a. TERMINATION FOR NON-APPROPRIATION OF FUNDS: The Board may terminate this contact, 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, the Board may exercise applicable contractual remedies. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.

c. TERMINATION FOR CONVENIENCE: The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.

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

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

8. GOVERNING LAW & VENUE

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

9. CONTRACT TERMS AND CONDITIONS

b. REVENUE REMITTANCE: The vendor shall comply with Part III and Part V, Revenue Remittance and Financial Reporting. Standard purchase-order invoicing and payment provisions do not apply to routine services under this contract.

c. INCORRECT REPORTS: The vendor shall correct inaccurate financial reports and reconcile remittances in accordance with Part III.

d. PARTIAL REMITTANCES: Partial remittances do not discharge the obligation to remit the full amount due.

e. LATE REMITTANCES: Late or disputed remittances shall be handled in accordance with Part III and applicable contractual remedies.

f. CONFIDENTIALITY: Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and offerors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and offerors.

g. INDEMNIFICATION: Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.

h. NON-ASSIGNABILITY: This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.

i. INDEPENDENT VENDOR: Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

j. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

k. SOLE AGREEMENT: This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

l. PROTECTION OF PROPERTY: Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

m. PUBLIC STATEMENTS: Vendor shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

10. CHANGES IN TERMS OR DELIVERY

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

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

APPENDIX A – PROPOSAL AND ADDENDA ACKNOWLEDGEMENT
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs
Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

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

COMPANY: _____

dba: _____

REGISTERED MARYLAND OFFEROR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

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

NAME (please print): _____ TITLE: _____

SIGNATURE OF ABOVE: _____

ADDRESS: _____

TELEPHONE # _____ FAX: _____

E-MAIL ADDRESS (for correspondence): _____

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

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

Vendor Name: _____

Name and Title: _____
(Authorized to sign on behalf of the Company)

Addendum No. 1 _____
Signature

Addendum No. 2_____
Signature

Addendum No. 3 _____
Signature

Addendum No. 4 _____
Signature

Addendum No. 5 _____
Signature

END OF APPENDIX A

APPENDIX B – PAST PERFORMANCE AND REFERENCES
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

RECENT/PAST PERFORMANCE REFERENCES

Client Name: _____

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

  _____
- Describe Size of Project (Qualitative or Quantitative) _____

  _____
- Describe Level of Complexity _____

  _____

Contact Name & Title: _____

Address: _____

Phone No: _____

Email Address: _____

APPENDIX C - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

I HEREBY CERTIFY that I am the _____and the duly authorized

representative of _____ whose

address is _____ and

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

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

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

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

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____ _____

Notary Public

My commission expires

APPENDIX D - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

_____ being first duly sworn deposes and says that he is an officer in the _____ and the party making a certain proposal for RFP dated, _____20___, to the Board of Education of Prince George's County:

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

_____

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

_____

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

Signature of:

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____
Notary Public

_____
My commission expires

APPENDIX E - ANTI-BRIBERY AFFIDAVIT
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

I HEREBY CERTIFY that I am the duly authorized representative of the firm of

whose address is _____, and that I possess the legal authority to make this

affidavit on behalf of myself and the firm for which I am acting.
Except as described below, neither I, nor to the best of my knowledge, the firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representatives set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action.
I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation or law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

X _____
Offeror, if the offeror is an individual

X _____
Partner, if the offeror is a partnership

X _____
Officer, if the offeror is a corporation

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

X _____ _____
Notary Public My commission expires

APPENDIX F - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

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

  This form must include the following clauses:

  - The Board of Education of Prince George's County is hereby named as Additional Insured.
  - The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board Of Education of Prince George's County.
  - The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George's County.

- The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.
- Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

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

OFFEROR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT)

_____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NO: _____

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

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED

( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON_____

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

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

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

  Signature of:

  X _____ **X** _____
  (AUTHORIZED AGENT'S SIGNATURE) (DATE)

END OF APPENDIX F

APPENDIX G - FINANCIAL PROPOSAL TERMS
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume IV, Cost Proposal Envelope Two)

Company Name: _____
Address: _____

_____

Phone Number: _____

TO: Board of Education of Prince George's County

We propose to provide the services described in this solicitation to the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of **RFP PUR26-028.**

Instructions:
Complete the separate Excel file titled "PUR26-028 Revenue Generating Vendor Financial Proposal as Attachment A. Enter all tuition, registration, late pickup and other fees, discounts, subsidy policies and supporting assumptions. The fixed PGCPS facility-fee remittance is six percent (6%) of Gross Program Receipts as defined in Part III. No vendor may change the remittance percentage. PGCPS will establish and disclose the standard price evaluation scenario and method before publication.

The undersigned offers to provide Before and After Care Services in accordance with this solicitation, the completed Attachment A Excel financial proposal, and the approved tuition and fee schedule. All additional mandatory fees must be disclosed in Attachment A.

Signature of:

X _____ **X** _____
(AUTHORIZED AGENT'S SIGNATURE) (DATE)

_____ _____
(NAME) (EMAIL)

APPENDIX H - MBE FORM
(SUBMITTED WITH TECHNICAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume II, Minority Business Enterprise Envelope One)

All Offerors shall complete this supplemental form and submit the applicable MBE forms from the linked Attachments 1–7 in Section 13. This supplemental form does not replace any required utilization affidavit, participation documentation or waiver request. Submit in Volume II, Envelope One.

Prime Vendor Name: _____

Address: _____

_____

Phone Number: _____
Fax Number: _____
Email Address: _____

_____

Ref
Proposal#_____

FOR LOCALLY BASED MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS TYPE (check as applicable):

PGC MBE____ PGC MWE _____ MD MBE_____ MD MWE_____

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

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

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

APPENDIX I STATE OF MARYLAND TAX CERTIFICATION

RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

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

_____ _____
Signature Date

_____
Name (please type or print)

_____ _____
Witness Signature Date

_____

APPENDIX J – CERTIFICATION OF COMPLIANCE

RFP26-028

Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

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

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

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

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

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

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

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

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

Signature_____ Date_____

Print name and title of signatory_____

Print name of company_____

APPENDIX K – VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume III, Appendices Envelope One)

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

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

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

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

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

Signature of Vendor Authorized Representative/Date_____

Printed Name of Vendor Authorized Representative_____

ATTACHMENT A – REVENUE GENERATING VENDOR FINANCIAL PROPOSAL
(SEPARATE EXCEL WORKBOOK)
(SUBMITTED WITH FINANCIAL PROPOSAL)
RFP PUR26-028
Before and After Care Services for PGCPS Vendor Managed Child Care Programs Managed Sites
(Submit Volume IV, Cost Proposal Envelope Two)

Company Name _____

Address _____

_____

Phone Number _____

TO: Board of Education of Prince George's County

Offerors shall complete and submit Attachment A – Revenue Generating Vendor Financial Proposal using the separately provided Excel workbook. Offerors shall refer to Attachment A-1 Financial Proposal Instructions and Revenue Remittance Requirements for detailed instructions.

The completed financial proposal shall include vendor identification, proposed tuition and fee schedules, subsidy and refund policies, an illustration of the required 6% revenue remittance to PGCPS, and all information necessary to calculate the common financial evaluation scenario described in Part III of this RFP.

Offerors shall submit both this signed certification cover sheet and the completed Excel workbook as part of Volume IV – Revenue Generating Vendor Financial Proposal (Envelope Two). Submission of this certification cover sheet alone does not satisfy the financial proposal submission requirements.

Name _____ **Title** _____

Signature _____ **Date**_____