

## Prince George's County Public Schools

*Louis Wilson Sr. - Facilities Administrative Building*

13300 Old Marlboro Pike, • Upper Marlboro, Maryland 20772

Telephone: 301-952-6560 • [www.pgcps.org](http://www.pgcps.org)

# INVITATION FOR BID

**William Schmidt Outdoor Education Center (WSOEC) Project**

**Only for Packages:**

**5A Steel**

**6A Carpentry**

**7A Roofing**

**8A Windows & Storefronts**

**9A Drywall and Acoustics & Painting**

**9B Tile**

**9D Resilient Flooring**

**11A Food Service**

**15A Mechanical**

**DCP No. 045-24**

**ISSUED BY:**

**Department of Capital Programs Procurement Office**

**RELEASE DATE:**

**December 20, 2023**

Invitation for Bid documents are available for download via Google Drive and eMaryland Marketplace (EMMA).

<https://drive.google.com/drive/folders/1b6YyJ8QCicVXY0Mwc4AObvM3mUoaxmMa?usp=sharing>

Emma Code: 72140000



Department of Purchasing and Supply Services  
Construction Procurement Office  
Facilities Administration Building (FAB)  
13300 Old Marlboro Pike, Trailer 6 | Upper Marlboro, MD 20772  
Email: [dcp.procurement@pgcps.org](mailto:dcp.procurement@pgcps.org)

## PART 1: INTRODUCTION AND BACKGROUND

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

The Board of Education of Prince George's County is issuing this Invitation for Bid (IFB) for the William Schmidt Outdoor Education Center (WSOEC) Project as defined in the Scope of Work located in the Project Manual. These services are to be performed principally for the Department of Capital Programs.

Prince George's County Public Schools (PGCPS) is proposing major construction at William Schmidt Outdoor Education Center (OEC) located at 18501 Aquasco Road, Brandywine, MD 20613. The existing OEC consists of various buildings and functions located on 450 acres in the southern part of Prince George's County. The site is bounded on two sides by roads, and on two sides by wooded land and farms. There are two primary access points off Aquasco Road, one for the Orme building, the other to the site interior (the location of the project). Access needs to be maintained to both areas during the construction process. This project consists of approximately 60,000 square feet of new construction in the Villages and Dining Hall. This project will be coordinated and managed via the Construction Manager as Advisor method (CMA). The CMA for Schmidt is Oak Contracting, LLC.

### A. Issuing Office

The Issuing Office: Prince George's County Public Schools  
Office of Purchasing and Supply,  
Construction Procurement Office  
13300 Old Marlboro Pike, Trailer 6  
Upper Marlboro, Maryland 20772

**Attn: Karen Johnson at [dcp.procurement@pgcps.org](mailto:dcp.procurement@pgcps.org)**

The Issuing Office shall be the sole point of contact with the PGCPS for the purposes of the preparation and submittal of Bids in response to this solicitation. All questions on this procurement are to be directed in writing to the Issuing Office.

### B. Site Visit Procedures N/A

Site Visit will not be scheduled for this project.



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## IFB Procurement Milestones

Solicitation Milestones	Date
Invitation for Bid Issue	December 20, 2023
Site Visit	N/A
IFB Questions due to PGCPS Procurement	January 5, 2024
Responses Posted (Approximate)	January 12, 2024
Bid Submissions	January 23, 2024 at 2:00PM
Notice of Award (Approximate)	February 28, 2024

Bidding documents may be available for examination at the following locations:

**Dodge Scan**, 3315 Central Ave., Hot Springs, AR 71913

**Construction Market Data**, 30 Technology Parkway South, Suite 500, Norcross, GA 30092.

### Questions and Inquiries

1. Should a Bidder find discrepancies in the IFB documents, be in doubt as to the meaning or intent of any part thereof, a request for clarification must be made in writing to the Issuing Office by the date specified in this IFB.
2. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the IFB documents by the PGCPS. Requests shall include the IFB number and name.

Each bid shall be accompanied by bid security in an amount equal to five percent (5%) of the Base Bid amount and ALL alternate bid amounts in the form of a Bid Bond as described in the Supplementary Instructions to Bidders.

Prince George's County Public Schools reserves the right in its discretion to reject any or all bids and to waive irregularities in any bid. Further, the Board of Education reserves the right to award any combination of alternates or no alternates, which, in its sole discretion, serves the best interests of the County.

**Minority Business Enterprise Utilization Requirement:** Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of thirty (30) percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors are required to attempt to achieve this goal from State of Maryland certified MBE firms.

The sub goals established for this project are eight (8) percent from certified African American-owned businesses and eleven (11) percent from certified Woman-owned businesses.

The bidder is required to submit with its bid a completed Attachment A Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.

**Maryland Prevailing Wage Requirement:** Prospective bidders are advised that this project **is subject** to and governed by the provisions of Maryland Prevailing Wage Regulation.

## **2. BIDS SUBMISSION REQUIREMENTS**

Bidder shall submit an electronic version via eMaryland Market Place Advantage (eMMA) and [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org). Bidders shall retain one (1) original copy of the Bids for their files. PGCPS may request the original notarized documents that were posted electronically before final award execution.

The Bidder's Table of Contents shall include reference to the page number(s) in the Bids where such evidence can be found. Required documentation shall be provided for each volume as identified.

### **a. ELECTRONIC DELIVERY**

In order to be eligible, the Bids must be received via **eMaryland Market Place Advantage (eMMA)** and [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) no later than **2:00 PM, January 23, 2024 Eastern Standard Time (EST)**.

- i. The electronic submission through eMMA shall take precedence if there is any inconsistency between the electronic or USB submission. All materials submitted will become the property of PGCPS.
- ii. All correspondence concerning the award, including Notice of Award, copy of Contract, and Purchase Order, will be provided electronically.

**LATE BIDS CANNOT BE ACCEPTED.** Bids received after the established due date and time will not be accepted.

### **BIDDER BID MARKINGS**

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

### **BIDDER SUBMISSION LAYOUT**

The completed bid documents(s) should be without interlineations, alterations, or erasures. The bid should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. The submission layout will include Three (3) parts:

## GENERAL FORMAT THREE-PART SUBMISSION

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

### A. VOLUME I – TECHNICAL BIDS

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

#### 1) TAB A – TRANSMITTAL LETTER

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

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

#### 2) TAB B – LEGAL CLAIMS

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

#### 3) TAB C – EXPERIENCE AND CAPABILITIES

Bidder shall prepare and present a Technical Bids 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 IFB.

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

The MBE Bids shall be submitted electronically via **eMaryland Market Place** and [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) by the deadline date indicated in the IFB. The **MBE goal of 30%** has been established for the contract representing a percentage of the total Contract dollar value, including all renewal option terms. Minority Businesses included in the Bids package at time of opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services.

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

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

## **C.VOLUME III - Appendices**

Bidders shall submit the Appendices electronically via **eMaryland Marketplace** and [cp.submissions@pgcps.org](mailto:cp.submissions@pgcps.org) under the Technical Bids folder in a separate file, titled as such. The Bidder shall sign, date, and notarize where applicable all appendices identified.

**Appendices shall be packaged together as one file and delivered under Volume III.**

- Appendix A – Proposal and Addendum Acknowledgement
- Appendix B – Non-Collusion Certificate
- Appendix C – Debarment Affidavit
- Appendix D – Anti-Bribery Affidavit
- Appendix E – Certificate of Insurance Coverage
- Appendix F – Certificate State of Maryland Tax Certification

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

### **Award**

A contract shall be awarded to the, lowest responsible and responsive bidder submitting the lowest bid price.

### **BIDDER AUTHORITY**

Both hard and electronic copies must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts and commit the company.

### **Modifications and Withdrawal Of Bids**

1. Withdrawal of, or modifications to, Bids are effective only if written notice thereof is filed to the Issuing Office prior to the time Bids are due. A notice of withdrawal or modification to a Bids must be signed by an officer with the authority to commit the company.



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2. No withdrawal or modifications will be accepted after the time Bids are due.

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

### **Statement Of Confidentiality**

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

Bids submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your Bids 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. verbiage.

### **Right To Reject Bids And Waive Informalities**

The PGCPS reserves the right to reject either all Bids after the opening of the Bids but before award, or any Bids, in whole or part, when it is in the best interest of the PGCPS. For the same reason, the PGCPS reserves the right to waive any minor irregularity in a Bids.

### **Irrevocability Of Bids**

The final GENERAL CONTRACTOR fee/price Bids shall be irrevocable for one hundred twenty (120) calendar days from the final fee Bids due date. This period may be extended by written mutual agreement between the Bidder and the PGCPS. The quoted hourly billing rates will be applicable for the full duration of the contract.

### **Confidential/Proprietary Information**

Bidders should give specific attention to the identification of those portions of their Bids which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Bids are not publicly opened. Bidder must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it is NOT sufficient to preface your entire Bids with a proprietary statement).

### **Payment Terms**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice.

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

### **State Of Maryland Certificate Of Good Standing**

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

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

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

### **Duration Of Offer**

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

### **Minority Business Enterprise Program**

- A. The Board of Education of Prince George's County Administrative Procedure No. 7419 (see **APPENDIX G**) is applicable and will be part of the bid requirements. Forms to be used by all respondents for the applicable procedure will be attached to each response. The "Minority Business Enterprise Utilization Affidavit, Attachment 1" **MUST BE** submitted **AT THE TIME OF BID OPENING**. Failure to adhere to the guidelines outlined in this procedure, may result in your firm being ruled non-responsive and may jeopardize any future awards.
- B. The General Contractor for this project shall attempt to achieve the overall MBE goal of **30%** of the total dollar value of the contract for this project from certified minority business enterprises (MBE), either directly or indirectly. The respondent agrees that this amount of the contract will be performed by certified minority business enterprises.
- C. Only those businesses registered in the Purchasing I-Supplier database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective Bids opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government (SDDD) and the Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective Bids opening. For additional information contact the Minority Business Office at 301-952-6563.
- D. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned business within the geographical boundaries of Prince George's County. The respondent or proposer should be able to verify, through documentation that good faith efforts were engaged to maximize the use of qualified local minority and women-owned businesses in Prince George's County. Documentation of good faith efforts may be required to be submitted in the sealed Bid packet on the date and at the time due for the respective Bid submittal.



## **Insurance**

All Bidders shall complete and sign the attached Certificate of Insurance with their technical Bids per the attached insurance requirement form (See Appendix E).

### **Insurance Coverage Requirements**

1. Professional Liability Insurance: The GENERAL CONTRACTOR shall obtain professional liability insurance in the amount specified, and shall maintain it from the date of the Contract and through ten (10) years after final acceptance of the Project by PGCPS.
  - a. The firm recommended for appointment will be required to submit evidence of professional liability insurance coverage by submitting a photocopy of the complete insurance policy and a certificate/memorandum of insurance in the amount of \$1 Million per \$10 Million of Project Value prior to execution of the Contract. Such liability insurance shall remain in effect through design, construction, and ten years after acceptance by PGCPS of the completed Project.
2. General Liability Insurance: The GENERAL CONTRACTOR shall obtain Commercial General Liability OCC insurance in an amount not less than \$ 1,000,000.00 and Commercial General Liability AGG insurance in an amount not less than \$ 3,000,000.00. The GENERAL CONTRACTOR shall maintain the General Liability Insurance from and after the date of the Contract and through two (2) years after final acceptance of the Project by PGCPS. Such insurance shall include a contractual liability endorsement.
3. Business Automobile Liability: The GENERAL CONTRACTOR shall obtain Business Automobile Liability in an amount not less than \$ 1,000,000.00 per Occurrence.
4. Workers' Compensation Insurance: The GENERAL CONTRACTOR shall obtain Workers' Compensation Insurance per Maryland State Minimum Compensation Statutory.
5. As a condition to the Contract, the GENERAL CONTRACTOR shall deliver to PGCPS, not later than the date of execution of the Contract, a certificate of insurance verifying compliance with the above insurance requirements. Such certificates shall also provide for notice to PGCPS not later than thirty (30) days prior to the expiration or cancellation of the referenced policy.
6. Any and all insurance obtained and maintained by the GENERAL CONTRACTOR under this Contract shall indicate, in form satisfactory to PGCPS that PGCPS may make a claim against such insurance. Failure to do so shall be a material breach of the Contract.
7. In the event that the GENERAL CONTRACTOR terminates as a business entity, for any reason whatsoever, or in any manner whatsoever, the GENERAL CONTRACTOR shall obtain and provide for the maintenance of professional liability insurance, specifically covering the GENERAL CONTRACTOR's obligations performed or to be performed under this Contract, in the amount set forth herein for the remainder of the time set forth herein.
8. The amounts of insurance coverage specified in this agreement shall be the minimum amount of available insurance to satisfy claims. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

## **Fingerprinting And Criminal Background Checks**

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involved PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

## **Restrictions on Employee Assignments**

Vendors are prohibited from assigning the following persons from working at a PGCPS location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglecter following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

## **Criminal Background Checks**

### **1. General Provisions**

- A. 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 below.
- B. The Vendor agrees to provide the designated PGCPS representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors,

subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:

- i. title of the project
  - ii. school/office
  - iii. solicitation number
  - iv. contract number; and
  - v. PGCPS representative/project manager
- C. An Executed Contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

### **Compliance with Laws**

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

### **Personally Identifiable Information (PII)**

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

### **Educational/Medical/Psychological Records**

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

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

## **Protection of Student Records**

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

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

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

## **Termination Clause**

### Termination For Convenience

This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or\ in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

### Termination For Default

The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

- A. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or

- B. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
- C. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or D. If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.

### **Legal Compliance**

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

### **EPA Compliance**

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

### **Terms And Conditions**

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

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

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

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

- B. 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.

### **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.

Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

### **INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the Board, unless such

infringement or claim results from the Bidder following written instruction or directions of The BOARD. Bidder shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Respondent is responsible hereunder. The Board shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

## **NON-DISCRIMINATION**

The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

## **RIGHT TO DATA**

All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

## **RIGHT TO AUDIT**

The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services is finalized under this Agreement.

## **RIGHT TO PROTEST**

The Director of Purchasing and Supply Services and the Construction Procurement Supervisor shall attempt to resolve informally all protest of bid award recommendations. Bidders are encouraged to present their concerns promptly for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

- a) An interested party (bidding of standing or Bidder) may protest to the Director of Purchasing and Supply Services and the Construction Procurement Supervisor a proposed award of a contract for supplies, equipment, services, maintenance or construction-related services. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
- b) The protest shall be in writing addressed to the Construction Procurement Supervisor with a copy to the Director of Purchasing and Supply Services 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. The remedy sought.
- c) The protest must be filed with the Department of Capital Programs within five (5) calendar days of the recommendation of award or notification to the bidder or Bidder that their bid or proposal will be rejected.
- d) A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
- e) The Construction Procurement Supervisor and the Director of Purchasing shall inform the Chief Operating Officer (COO) upon receipt of the protest.
- f) The Construction Procurement Supervisor and the Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

## **APPEAL OF CONTRACT AWARD DECISION**

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





Questions and Responses from Previous Bid that maybe helpful

Question	Response
3A scope 2.37 refers to loading dock. Please confirm there is no loading dock.	There is no loading dock in this project.
Please confirm 3A is responsible to provide chemical soil treatment as well as termite barrier as stated in spec 313116 Termite control.	The 3A Contractor is responsible for chemical soil treatment.
Spec 033000- 23 G references moisture vapor reducing admix. Please confirm this is not required.	Moisture vapor reducing admix is not required for this scope of work.
Who will retain Construction Material Testing (CMT)?	PGCPS will hold the TPIP contract
Are the borings completed?	Boring reports are in Vol 4 of specs
Will epoxy services be needed?	Epoxy flooring is not in the scope of work
<p>Please Reference the Invitation to Bid document provided as part of the bid documents for Williams Schmidt Outdoor Education Center. Oak as the CMA has broken this project up into scope packages, but the Invitation to Bid provided seems to pertain to more of a Prime General Contractor delivery. There are no trade package MBE goals, and the technical proposal being requested looks to be something you would expect for a Prime General Contractor delivery, as it asks for information regarding how long you have been in business as a General Contractor, technical approach to the project, detailed explanation of how the work will be performed, commitment to perform the work in the time period (difficult to commit to if you are only responsible for one of many trade packages on the project), etc.. Please consider, in light of the delivery method and associated trade packages that will be procured through this solicitation, softening the requirements of the technical submission to align more with what would be</p>	<p>Contract Packages will need to provide a Technical Proposal as noted in the IFB.</p>



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<p>expected from a trade package bidder. As a practical example, the 9B Tile Contractor would not need to provide all the technical information required in the ITB to be deemed qualified for the project, and some of the Volume 1 Technical Proposal requirements simply don't apply in the same manner if someone is merely bidding a trade package, and not the entire project. Please reconsider the Technical Proposal requirements outlined for this submission.</p>	
<p>Are you able to provide the estimated value/budget as well as the anticipated start and completion dates?</p>	<p>The Preliminary Schedule shown in Spec Section 009050 had a NTP date of October. It is now November but the durations stayed the same.</p>
<p>May I also request a copy of the pre-bid meeting attendance list?</p>	<p>Attached</p>
<p>What is the status of the permits for this project?</p>	<p>Site:            Currently the Rough Grading and SDFG are in queue at DPIE for final approval. We've received minor comment last week from SCD on the Rough Grading plans and are currently addressing them for resubmittal once we have received the approved plans from DPIE.            MDE/ Wastewater:            For the wastewater discharge permit, the revised Hydrogeologic reports have been submitted to MDE for review and comments. The pretreatment plant construction permits have also been submitted to MDE for review and comments.            Building:            Currently the building permit application has gone through the 3 required rounds of 3rd party review and we've received minor comments which are being addressed with a final resubmittal.             A variance for the student toilets has also been</p>

	submitted to DPI for review and approval. With resolution of the above, the third party reviewer will submit an approval letter to DPE.
Detail A1/2A321 shows "shiplap siding". Detail A11/2A321 shows "wood siding". They both have detail E10/2A513 as a detail, but detail E10/2A513 shows "wood siding" and not "shiplap siding". The wood siding shown on detail A11/2A321 looks different than the wood shiplap shown on A1/2A321. Is there a difference between the wood siding and shiplap or are they interchangeable? If they are to be different, please provide a detail both the wood siding and shiplap siding.	For this project's wood wall cladding, the term "wood siding" and "shiplap siding" are interchangeable. Wood wall siding is all "ship lap" in profile. Refer to detail shown on G3/2A011 and G3/3A011 that is revised to show a "ship lap" profile in Revised Drawings. Wood soffit board profiles are slightly different, as depicted in details J1/2A513 and J10/2A513 as examples.
On detail D5/2A103 there are two louvers shown on building elevation 2, but they are not labeled. What louver types are the two louvers shown?	These louvers will be added to the louver schedule in the revised Drawing. Basis of design will be similar to the specified product - Rusking - ELF6424DD, however with a smaller louver blade to accommodate the smaller height which is less than 12 inches.
On drawing 3A111 there is a trellis structure shown on the left side of the dining hall, but this trellis is not shown on structural roof framing drawing 3S-103.	The structural drawings will be revised to include the trellis structure on the left side of the building as depicted in the architectural drawings. Revised structural drawings to be issued in upcoming Drawing Revisions for sheets add trellis structure to 3S-101, 3S-102, and 3S-103.
On drawing 2A601 – Door Schedule, the door type is not provided for door number 1-001 and 2-001. Please provide the door type and detail.	Door and frame type will be provided in upcoming Drawing Addenda. Frame is similar to Dining Hall FR-03.
Please confirm if the wood flooring base is included in the 6A or the 9D package? I didn't see a spec for the wood base.	Wood base is included in the 6A package. See item 2.01. Refer to specification 06 2023 INTERIOR FINISH CARPENTRY, section 2.3 INTERIOR TRIM.

<p>Where does Frame opening FR04 go in the Dining Hall? It looks like it would go at opening 112I per the Kitchen equipment plan 3QF108, but it is shown as a rollup counter door on the Door schedule.</p>	<p>Frame FR-04 is for the rollup counter door to the Warewash room, opening 112I. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>Invitation for Bid Page 5 and 6 – Bidder Submission Layout - a. Volume 1 – Technical Proposal and Volum II Minority Business Enterprise Proposal · Is it necessary for every trade contractor to submit a technical proposal as per IFB page 5 and 6?</p>	<p>Contract Packages will need to provide a Technical Proposal as noted in the IFB.</p>
<p>4. Bidder Submission Layout section of 1. Proposal Requirements b. Volume 2 is called “Minority Business Enterprise Proposal”; what is meant by this moniker? We are not a minority business, can you confirm that this solicitation is not just for Minority Business Prime Trade Package Bidders? Is Volume 2 to include the bid form and Minority Business Attachments?</p>	<p>This solicitation is not limited to minority businesses. At the time of Bid Submission: Attachment 1 (State Attachment A) and Attachment 2 (State Attachment B) must be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.</p>
<p>Can you clarify the plant sizes for the stormwater plantings on 3L702?</p>	<p>All Stormwater Plantings (grasses, ferns, and perennials) are given in plug container sizes.</p>
<p>On page 15 of the IFB, under the Part II: General Terms and Conditions section, it states “Bidder shall submit a State of Maryland Certificate of Good Standing.” Please confirm if this should be submitted at the time of bid.</p>	<p>Yes, this is required</p>

<p>The signage specs indicate there are dimensional letters and refers to the drawings, but I didn't see dimensional letters on the drawings. Where are the dimensional letters to go?</p>	<p>Dimensional letters are anticipated for each building name, however the final building names have not been determined yet. Provide a zero sum bid for dimensional signage at this point and provide a cost for signage currently described in the documents.</p> <p>QE recommendation is for the Owner to carry an allowance for dimensional signage which will typically occur at each building exterior.</p>
<p>The walk off mats that are specified look like a carpet tile mat. Please confirm if the walk off mats are to be in the 6A package as currently shown or are they to be part of the 9D flooring package.</p>	<p>Revised and added to the 9D Package. See attached revisions to Specification Section 009200.</p>
<p>Since we are bidding this project per trade and not as the entire structure, are we still required to provide 11.4 Builders Risk Insurance? Typically this is carried by general contractors/construction managers.</p>	<p>Requirement deleted on the Bid Form.</p>
<p>In reference to the 5A scope, will the alum angle in detail A10/ 2A511, be part of the scope or being fabricated and installed in another contract package?</p>	<p>Noted in the contract package details section - Shown in the 3A scope.</p>
<p>Village 1 and 2 Electrical Site Plans 2ES001 and 2ES003 show Direct Buried Conduit H-H from each Cabin to the associated hand holes. The detail for H-H indicates four 1" PVC, one 3" PVC and one 1 1/2" PVC conduits.</p>	<p>Per keyed note 1 on drawings 2ES001 and 2ES003 detail H-H will be revised to include 1" conduit.</p>
<p>Site Drawing Key Note 1 along with the Electrical One Line Riser Diagram and the Key Notes for the Cabins indicate the following conduits are to be installed in H-H. 3" Conduit for Cabin Panel 1" Conduit for Life Safety Emergency Lighting</p>	<p>See response above.</p>
<p>1 1/2" Conduit for CU Sand by Emergency Power</p>	<p>See response above.</p>



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1" Conduit for AHU Supply Fan Stand by Emergency Power	See response above.
1" Conduit for DDC Panel Stand by Emergency Power	See response above.
1" Conduit for Fire Alarm Life Safety Emergency Power	See response above.
1" Conduit for Fire Alarm Signal Circuit	See response above.
Based on these Key Notes there is One more 1" conduit required in H-H than what is shown on the detail. This missing 1" conduit is also missing in each layer / set of the other Direct Buried Conduit Details on these site drawings. Please review and revise all associated Direct Buried Conduit Details.	See response above.
Site Plans 2ES001 and 2ES003 Village 1 and Village 2 Ductbanks for the Emergency Generator shows two ductbanks. Type D-D, with an arrow noting 4-Way Duct Bank Routing but D-D Detail is a 2-Way Ductbank and a Type C-C which is a 4-Way Duct Bank. The Electrical One Line Riser Diagram indicates the following conduits are needed: ¾" Conduit for Fire Pump Control Wire	2-way ductbank D-D Detail: use (1) 2" conduit from Generator for fire pump ATS and (1) 2" conduit for fire pump ATS control. 4-way ductbank C-C Detail: use (2) 4" conduits from Generator to Stand-by ATS (ATS-SBL) for Stand-by power, (1) 4" conduit from Generator to Life Safety ATS (ATS-LSL) for Life Safety power and use (1) 4" conduit for Stand-by and Life Safety ATS's control. 1 1/4" Conduit for Generator Panel PGL can be direct buried.
Conduit for the Feeder that converts to MI Cable in the building for the Fire Pump Emergency Feed. The Required Feeder information and Conduit Size is required, please provide	MI cable size will be #1/0 MI insulated cable 3/C. Drawings 2E400 and 2E401 will be revised to indicate MI cable size.
3/4" Conduit for ATS-LSL Control Wire	See response above.
3/4" Conduit for ATS-SBL Control Wire	See response above.
1 1/4" Conduit for Emergency Power to ATS-LSL	See response above.
3" Conduits for two sets Emergency Power to ATS-SBL	See response above.
1 1/4" Conduit for Generator Panel PGL feed	See response above.



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from Panel SBGCC1	
Based on these requirements an 8-Way Duct Bank or how the drawing notes show two 4-way Duct Banks but the indication of the 2-Way Duct Bank Type D-D looks to be incorrect.	See response above.
Site Lighting Circuit on Drawing 2ES001 shows LGCC1-28, the Panel schedule shows the site lighting on circuit 22.	Branch circuit number indicated on drawing 2ES001 is a typo. The correct number is LGCC1-22 which is indicated on Panel Schedule LGCC1.
Site Lighting Circuit on Drawing 2ES003 shows LGCC2-31, the Panel schedule shows the site lighting on circuit 29.	Branch circuit number indicated on drawing 2ES003 is a typo. The correct number is LGCC2-29 which is indicated on Panel Schedule LGCC2.
Village 1 and 2 Electrical One Line Riser Diagrams on 2E400 and 2E401 does not provide the required size for MI Cable, please provide this information.	MI cable size will be #1/0 MI insulated cable 3/C. Drawings 2E400 and 2E401 will be revised to indicate MI cable size.
Village 1 and 2 Electrical One Line Riser Diagram on 2E400 and 2E401, MI cable will transition to conduit and wire outside of the building from Fire Pump Pull Box to the Generator, please provide required wire sizes, quantities, and conduit size.	Conductor size from pull box to the Generator will be 3#1/0+1#6G in 2"PVC encased in concrete ductbank, see ductbank detail D-D on drawings 2ES001 and 2ES003. Drawings 3E400 and 2E401 will be revised to indicate CONDUCTOR SIZE.
Village 2 Electrical One Line Riser Diagram on 2E401 shows the Generator Panel PGL being fed from Panel LSGCC2, it is believed that this is incorrect and should be Panel SBGCC2. Please confirm.	One Line Riser diagram source of power shown for Panel PGL is a graphical error. The correct source of power for Generator Panel PGL is Panel SBGCC2 (Circuit # 25,27,29) as indicated on Panel SBGCC2 schedule. See drawing 2E302 Panel Schedule SBGCC2.
Village 1 and 2 Electrical Site Plan 2ES001 and 2ES003 shows Hand Holes for Normal Power, Emergency Power, and Fire Alarm Communication at various locations. There is no detail of what size hand holes are required at the various locations. Please provide Hand	Drawings 2ES001 and 2ES003 will be revised to include Hand Hole detail.



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<p>Hole detail requirements for all associated locations.</p>	
<p>Dining Hall Electrical Site plan 3ES001 shows 2-Way Ductbank Section A-A south of the Power Company (SMECO) Tap Box stopping above the Site Light Fixture Schedule. Where does this Ductbank extend to?</p>	<p>The 2-way Ductbank is existing and it extends to existing outer buildings. Drawing 3ES001 will be revised to indicate existing ductbank continuation.</p>
<p>Specification Section 260923, 2.1 states, "Basis of design for the lighting control system is Eaton's Lighting Systems (formerly Cooper Controls)." Eaton no longer owns Cooper Controls or any lighting control systems as Cooper Controls have been purchased by Signify. Cooper Controls still holds the Controlkeeper panels used for the BOD, and as shown on Lighting Control Drawings 2E500 and 3E500. Based on this information, the "Basis of design for the Lighting Control" should read, Cooper Lighting Controls. Please confirm Cooper Lighting Controls is an approved manufacturer.</p>	<p>Yes, Cooper Lighting Controls is an approved manufacturer.</p>
<p>Is there a contact at SMECO for this project that can be provided for electrical utility questions?</p>	<p>Yes.  SMECO Representative is  Michael Mechelay  Southern Maryland Electric Cooperative  Senior Associate Distribution Engineer  Office: 301-274-8275  Cell: 240-416-8704  <a href="mailto:michael.mechelay@SMECO.coop">michael.mechelay@SMECO.coop</a></p>
<p>Is the site accessible for contractors to visit and walk the site? Is there a site contact to schedule a site visit and or check in with prior to walking the site?</p>	<p>For a site visit the Contractor needs to contact Jim Folkemer with Oak Contracting to schedule a site visit.</p>





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<p>There is a spec 098433 – Sound Absorbing Wall Units. I did not see any on the plans. Where are the acoustical wall panels to go? Please provide locations and details.</p>	<p>Sound absorbing panels are provided at the Dining Hall space, at each Camp Center assembly space and the Dining Hall classrooms. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>It says in the 6A trade package that appliances are to be included. I saw refrigerators, clothes dryers and washers. I did not see a spec section for the residential appliances. Please provide a spec for the appliances.</p>	<p>Residential appliance specification will be issued with upcoming Drawing Addenda.</p>
<p>There is a note on H9/2A151 that says, "Moveable – G. C. Constructed Millwork." Where are the details for this millwork? Please provide details.</p>	<p>The illustrated benches for each sleeping cabin will be deleted from the project. Refer to revised drawings.</p>
<p>On detail A1 on drawing 3A311 there is a Gas Fireplace Insert. Which trade package is responsible for furnishing and installing the insert?</p>	<p>Reference 6A Package item 2.63</p>
<p>There is a slate hearth shown on detail A1 on drawing 3A311. I did not see it shown on the finish schedule. Is the slate hearth in the floor trade package or is it in trade package 6A? Please provide specs for the slate hearth.</p>	<p>Reference 6A Package item 2.63. Provide slate, dimensional slabs per thickness indicated in the drawings.</p>
<p>On drawing 3S103 note #4 says, "Typical exterior walls should be 5-1/2" thick SIP, U.N.O." The exterior wall type detail on A9/3A011 shows 6-5/8" thick SIP walls. Are the walls to be 5-1/2" thick or 6-5/8" thick?</p>	<p>Structural drawings are updated in Drawing Revision to 6 5/8"</p>
<p>Drawing 3A501 shows metal trim around the cement panel, and spec 074600 2.4 Accessories says the metal trim. I have a concern on the metal trim. American Fiber Cement Corp, rep says below: We do not recommend using trim with our panels. The</p>	<p>Provide bid pricing per the drawings and documents which include the metal trim as indicated &amp; specified. If acceptable to PGCPS, the bidders may submit a substitution request and cost savings</p>



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<p>trim is only used with lower density panels that aren't through colors. This is to protect the edge from moisture and to hid the unpainted edge. Our panels perform best when the joints are left open and it makes for a faster, cleaner, and cheaper installation. If they're willing to forego the trim pieces you'll need to be sure to use a black weather barrier that is UV resistant depending on what is behind the panels. We recommend the Delta Fassade S or SA (self adhered) wrb that is black, and UV Stable and is specifically designed for an open joint rainscreen system. Please confirm with the design team, no metal trim around cement panel.</p>	<p>allowance for this suggestion. Substitutions must include detailed and complete information so that the A/E team can fully evaluate the suggestion.</p>
<p>On drawing 2A102, is the Camp Center I Corridor and Vestibule ceiling type C2 or C3? It is not shown.</p>	<p>These ceiling types will be tagged on the reflected ceilings plans. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>The perimeter of the Assembly room ceiling for Camp Center I on 2A102 is blank. On 2A122 the perimeter of the Assembly room for Camp Center II is shown as dark for Exposed Structure. Please revise the ceiling finish for the Assembly room of Camp Center I to match Camp Center II.</p>	<p>The is a graphical error. Sheet A2121 for Camp Center II reflected ceiling plan will be changed to white and not dark grey. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>The sign types shown in the floor plan detail H7 on 2A634 do not match the sign types shown on the sign schedule. Please revise the floor plan to show the correct sign types.</p>	<p>The sign types will be corrected to. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>Section 009100 Specifications Cross-Reference lists 024119 Selective Demolitions in the 6A General Carpentry package. Please clarify 6A's responsibilities related to Selective Demolition on this project.</p>	<p>Delete the reference to this specification section from 6A Package.</p>



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<p>Please provide locations, sizes, types and mounting details for manual and motorized window shades specified in section 122413.</p>	<p>Motorized shades will be provided at the Dining Hall assembly space, Dining Hall Classrooms 1 &amp; 2, and the Camp Center I &amp; II assembly spaces. Provide manual shades at the Dining Hall Office and at the Camp Center I &amp; II Staff Sleeping quarters. Refer to locations indicated on drawings marked with "Bid Revision".</p>
<p>Please provide locations, sizes and types for projections screens specified in section 115213.</p>	<p>No projection screens are required. Wall blocking for wall mounted digital screens is required.</p>
<p>Specification Section 072119, Foamed-In-Place Insulation, is listed under 6A Contract Package's responsibility but we cannot locate where this occurs in the project. Please advise</p>	<p>Foamed-in-Place insulation is anticipated to be required at misc. areas in the wall assembly where small gaps or crevices occur to ensure the exterior envelope is tightly sealed with the SIP panels. The Foamed - In - Place Insulation will be needed during the construction of the SIPS panels.</p>
<p>Regarding the IFB Document, Part II: General Terms and Conditions, please explain how the section titled "Protection of Student Records" is applicable to this solicitation.</p>	<p>This maybe applicable to this solicitation.</p>
<p>Is there an Asphalt index included in 2A's package? Due to the fluctuation in the market in 2020-2021 asphalt contractors are not providing pricing or willing to perform this work without an asphalt index.</p>	<p>Asphalt index will be included in the 2A Package - See attached revision.</p>
<p>Is Testing required in the 2A package, example concrete, Geotech, asphalt, soil?</p>	<p>Testing will be provided by the Owner.</p>

<p>2A Scope stated NOI will be transferred to the contractor, under the new MDE requirements that go into effect Oct 1, 2023 this is not possible because there are multiple GC's and operators on site which will require a SWPPP to be done by the owner, since the 2A contractor does not have contractual control over all of the other GC's on site.</p>	<p>The previous NPDES General Permit for Construction (14-GP) is being terminated by MDE. All construction will be covered under the new 20-SP General Permit for Construction. Existing projects were required to transfer their permits by 9/20 for the new permit, which is active 10/1. This project is filing under the new permit Under the 20-SP requirements, the owner and all responsible contractors (GC) in charge of earth disturbance are to be listed on the permit. If there are several GC's, then they all get listed. Since they are unknown at this time, the NPDES Permit (20-SP) will be files under the owner, and the GC's will be added as they become recognized.</p>
<p>Is the engineer of record submitting plans to WSSC for approval? These plans do not show any on site number or SCP numbers.</p>	<p>WSSC review of this project is not required. Sanitary sewer pipe sizes (4") warrant the issuance of a plumbing permit through WSSC to connect the buildings to the private system which discharges to a septic drain field.</p>
<p>Will WSSC be inspecting the water and sewer work?</p>	<p>Testing will be provided by the Owner. WSSC does not have jurisdiction on this project.</p>
<p>There are details for wood ceiling types C2 and C3 on drawings 2A011 and 3A011. The wood ceiling spec section 095426 is included in the 6A trade package. The details and spec read like these ceiling types should be included in the 9A trade package. There is wood being attached to metal studs in type C2 and wood is attached to a suspended ceiling system in type C3 that should be included in the 9A package. Please clarify what elements if any of ceiling type C2 and C3 should be included in the 6A trade package based off the details on 2A011 and 3A011. A wood Framing/Rough Carpentry sub will not install metal studs and a suspended ceiling system.</p>	<p>All ceilings will be in the 9A Scope in their entirety.</p>



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<p>Are we breaking down pricing by building (Village 1, Village 2, Orme Building, Dining Hall)</p>	<p>The Bid Form is requesting a cost for the entire project.</p>
<p>I can not locate drawings for Orme Building. Can you point me in the right direction</p>	<p>The Orme Building is not part of this project.</p>
<p>Are these buildings being built at same time or phased. If phased can you provide the phasing plan</p>	<p>Phase I is Village I and the Dining Hall. Phase II is Village II.</p>
<p>Bullet point 2.01 mentions any custom-built stainless-steel tables whether or not noted as kitchen equipment are included in this package. Aside from drawing 3QF101 I would need to know what other drawings I would need to reference for any other possible stainless-steel tables.</p>	<p>No other stainless steel tables outside of those specified and shown on 3QF series of drawings.</p>
<p>Bullet point 2.08 mentions the 11A contractor is to layout and install under slab items as required by this section prior to placement of concrete. On this project we would have 3 floor troughs, but we have never installed floor troughs. We typically furnish and provide rough-in drawings and special conditions drawings, but because these floor troughs must get tied into main plumbing lines, we cannot install them. We need to rely on the plumber to install these.</p>	<p>11A Contractor is to provide the floor troughs and provide detail shop drawings for layout.</p>
<p>Bullet point 2.22 mentions 11A contractor shall furnish and install the coiling counter doors for the kitchen and cafeteria. We would have to hire an overhead door contractor to install these as we are not certified. I noticed that Contract 6A has overhead doors in the scope and it may be more suited for them to install. The roll down shutter door item # D-72 is also noted is Not in contract in my specs and equipment schedule. For consistency's sake I</p>	<p>Delete item 2.22 in contract package 11A in it's entirety. Coiling door shown in the 6A Contract Package item 2.01 F.</p>



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feel this should fall under contract 6A.	
There is a spec for Corner Guards, 102600 – Wall and Door Protection in the project specifications, but I did not see any shown on the plans. If Corner Guards are required, please provide the locations.	Corner guard locations are indicated on drawings marked with "Bid Revision".
Self-Adhered Waterproofing is referenced in details such as E10/2A513 and says that it is by the 6A Trade Package contractor. Spec section 071326 is not listed in the 6A Trade Package list of specs. If it is included in the 6A Trade Package, please add it to the contract package reference sections in spec 009100.	That section will be included in the revised section 00 91 00.
There is a spec section 104313 – Defibrillator Cabinets in the project specifications, but I did not see any shown on the plans. If Defibrillator Cabinets are required on this project, please provide the locations.	Provide 1 AED per each main building. See specification reference 104313.1.3.B; a thru c.
Detail E9/3A542 is referenced on detail A1/3A542. It looks like this detail is located next to detail E6/3A542, but it is not labeled. If this detail is E9/3A542, please provide the label.	This is correct, the reference detail E9/#4542 is located to the right of detail E6/3a542.
There are details for the Aquarium access door on 3A542, but I didn't see a lock. What door hardware would be required for this access door?	Provide a cabinet lock at this door. Lock requirements are the same as noted in specification 064116 - PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS, Material finish requirement of aquarium casework are as noted on the drawings.
Add Alternates 1, 2, 3, 4, and 5 all state that "Buried utilities for the add alternate shall be provided in base bid to ease future construction of add alternate". What is considered, Buried Utilities? I would assume what is wanted are empty conduits as shown	This is correct. Add alternate work applies to Village 1 site which includes to provide empty conduits for (2) Cabins A , B, Classrooms A and B. See drawing 2ES001.

<p>on the drawings / riser to the associated alternate site location and the required wire for these conduits as shown on the drawings to be included in the alternate pricing? Please provide clarification.</p>	
<p>We were looking at your Outdoor Education Project through a website called constructconnect. They added this attached drawing but did not say if it was an addendum or not to the original planes that were posted. We saw ta part of it on the other set of plans but we did not see the entire building. Currently we have seven buildings accounted for and we were wondering if there was supposed to be eight building for this project. When you have a moment, please let us know if the above building is supposed to be included in the project.</p>	<p>No attached drawing was provided. Refer to the entire document package, including Vol-1 thru Vol-3 that indicates the number of buildings in the project.</p>
<p>The Fire Alarm vendor has a couple of questions. Drawings and specs call for voice evacuation in all the buildings, please confirm this.</p>	<p>This is correct, voice activation. Please refer to design specification section 284621.11 (DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM) Part 2.3 G.1 for Voice/Alarm Signaling and digital recorded message requirements.</p>
<p>We are to network the fire alarm control panel (shown on Village 2 graphic annunciator and riser) in the Water Treatment Plant to these new systems. What is the make and model of that fire alarm control panel?</p>	<p>Per PGCPS approved manufacture and model no. are NOTIFIER Model No. NFS2-640 and SIMPLEX TIME RECORDER CO. Model No. 4100-U. Please see design specification section 284621.11 Part 2 paragraph 2.1.F for list of manufacture and PGCPS approved Specification section 284600.</p>



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<p>Do you want a Voice System for the Village/Cabin/Classroom/Dining Hall? IF so, will the message be one message for all areas?</p>	<p>Please clarify if this questions concerns the fire alarm for the telephone/paging/speaker system.</p> <p>IF telephone/paging/speaker system, the system is designed to work with PGCPS telephone vendor equipment that allows paging by room, by zone or by building.</p> <p>IF fire alarm system, signal is within a Village; the alarm alerts for the entire Village. If signal is within in the Dining Hall, the alarm alerts for the entire Dining Hall.</p> <p>All fire alarm signals alert PGCPS central monitoring system.</p>
<p>Let me know the liquidated damages when you have a moment.</p>	<p>Liquidated Damages are not required for this project.</p>
<p>At Camp Center’s 1 &amp; 2, many of the smaller openings can be fabricated out of storefront (see marks CW2, CW3, CW5, CW7, CW8, CW10, CW17, and CW18A on sheet A621). Please clarify if intent is to fabricate these openings with storefront framing or curtainwall. Keep in mind the standard sightline at specified curtainwall is 2-1/2” while storefront would be only a 2” sightline.</p>	<p>Provide bid for scheduled openings to be fabricated with curtainwall per the specifications and documents. This maintains visual consistency and detailing approach for water management, flashing, etc. We are open to reviewing substitutions, such as storefront at smaller openings, however bidder should provide cost savings and detailed substitution information so that the A/E team can properly evaluate the substitution.</p>
<p>Please provide clarification for the below RFI – Curtainwalls are to be designed to achieve an overall U-value of 0.29. To achieve an overall system performance of 0.29 utilizing Kawneer 1600UT w/fiberglass PP (or similar), the COG U factor will need to be approximately 0.19.</p>	<p>Overall curtainwall performance, including metal framing and with center of glass u-factor of 0.29; will be 0.38.</p>
<p>Solarban 70 is the specified Low E coating (COG U-factor w/argon is 0.29). To bring the COG U-value down to 0.19, we will need to add a second Low E coating to the room side of glass</p>	<p>Provide glazings as specified utilizing Solarban 70 as basis of design or approved equal with COG u-factor: 0.29 as specified.</p>





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<p>or utilize triple pane insulating glass. Please specify which direction we should take: Provide triple pane IGU glazing w/SB70 Low E coating on #2. or Provide double pane IGU w/SB70#2 and additional hard-coat Low E coating on #4 surface or Provide glazing as specified for overall system U-Value of 0.38.</p>	
<p>Who is responsible for the Card Access System? In trade package 6A part 2.59 it says, "The 6A contractor is responsible to furnish and install the complete Card Access System." In trade package 8A part 2.17 it says that the "16A contractor is responsible to furnish and install the complete Card Access System." Please clarify.</p>	<p>The 16A Contractor will be responsible for the card access system.</p>
<p>In the door hardware spec it says for the card reader is "By Security Integrator." Who is the security integrator.</p>	<p>This is in reference to the Card Readers listed within the door hardware packages. The Card Readers to be provided by the Low Voltage / Security contractor.</p>
<p>There is spec section 122413 – Roller Window Shades in the project specifications, but I did not see any shown on the plans. Are there any Roller Window Shades on this project? If yes, please provide the locations.</p>	<p>Response: Motorized shades will be provided at the Dining Hall assembly space, Dining Hall Classrooms 1 &amp; 2, and the Camp Center I &amp; II assembly spaces. Provide manual shades at the Dining Hall Office and at the Camp Center I &amp; II Staff Sleeping quarters.</p>
<p>On detail A1 on drawing 3A502, there are Expansion Joints shown on the sides of the chimney. I did not see a spec for the expansion joints. Which trade package is responsible for the expansion joints?</p>	<p>Response: Provide a soft sealant joint utilizing a pre-formed soft joint. Acceptable manufacturer product: Emseal Colorseal or approved equivalent product.</p>

<p>There are polycarbonate covers shown on all the trellises per typical detail H4/2A143 and F1/3A321. I didn't see the polycarbonate cover anywhere in the specs or in the contract packages. Is the polycarbonate covers included in the 5A or 6A package. Please clarify.</p>	<p>The trellis system is in the 6A package item 2.62. Provide a polycarbonate cover manufacturer typically developed and utilized for exterior trellis applications, several manufacturers are available that provide stock components. "Cover you Pergola - Hercules" is one example. Polycarbonate covers are to be 8-10 mm thick, multi-wall and UV resistant. Provide seam covers and mechanical fasteners to secure to wood trellis members.</p>
<p>There are stainless steel metal cap flashings shown on all the trellises per typical detail H4/2A143 and F1/3A321. I didn't see the stainless steel metal cap flashings anywhere in the specs or in the contract packages. Are the polycarbonate covers included in the 5A or 6A package. Please clarify.</p>	<p>The metal cap is part of the trellis system and is in the 6A package. Reference typical stainless steel metal flashing requirements in specification 07 6200 Sheet Metal Flashing and Trim.</p>
<p>Please confirm that all of the downspouts (Item 05.16) and custom ss gutter box and downspout with custom leader and downspouts (Item 05.17) are included in the 7A contract package and not the 6A contract package.</p>	<p>The downspouts and gutter boxes are in the 7A package. Reference items 2.13 and 2.14.</p>
<p>On detail C5 on drawing 3A512 shows exterior wood soffit on exterior gypsum sheathing. On the details in the contract packages, the exterior gypsum sheathing is labeled as being included in the 6A trade package in spec 009200, but gypsum sheathing should be included in the 9A trade package. Please clarify.</p>	<p>See the scope detail sheet clarifying package responsibility.</p>
<p>On detail A4 on drawing 3A501, the Metal Transition/Sill Flashing and Metal Jamb Trim: Aluminum Plate is labeled as being in the 6A trade package in the contract packages spec 009200, but it should be included in the 8A trade package because it needs to match the</p>	<p>Agree. Change 6A responsibility to 8A for the Metal Jamb Trim.</p>

curtainwall system. Please clarify.	
Which contract package is responsible for furnishing and installing the embed plates for the wood columns per detail U/3S-501? Is it the 5A package or the 6A package?	5A Package - See item 5A 2.02.
The detail R1 at Hanging Support on 2A011 and 3A011 shows plywood blocking for the hanging supports. Is the additional plywood blocking for the hanging supports included in the 6A trade package or the 15A trade package?	The additional blocking would be in the 15A package.
Please confirm that the Direct Applied Cementitious Finish shown on Partition Type E1 on 2A012 and 3A012 is included in the 3A trade package and not the 6A trade package.	It is in the 3A package. See the scope detail sheets clarifying package responsibility.
Which trade package is responsible for the penetration flashing shown on detail J1 on 3A511?	The 6A package.
Please confirm that the CM will be providing dumpsters for all prime trade packages in which the scope does not explicitly say the prime trade is to provide dumpsters. It appears that 2A and 7A are the only prime trades responsible for furnishing their own dumpsters based on the provided scope narratives.	This is correct.
Who is responsible for Final Cleaning, as referenced in General Scope of Work for All Prime Contractors, section R.3.	All Contractors are responsible for the final cleaning of their work.
Is the intent for the 6A to provide safety rails and toe boards around the roof perimeter of all roofing systems, including standing-seam metal roofing (sloped)?	No. Contractors will need to be tied off for safety.



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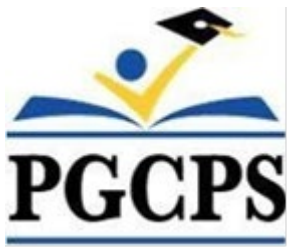
<p>Specifications and Drawings are indicated as "Permit Submission". Are they still the most current?</p>	<p>Refer to Contract Package for scope and allowance requirements. The USSI drawings should be used as reference for the 16A Electrical Contractor to price conduit runs / infrastructure that is to be included in the base bid and not part of the allowance.</p>
<p>The T series drawings Note 5 references drawing 6T100 IT detail sheet, Note 6 references drawing 6T101 AV detail sheet. Neither 6T100 or 6T101 are in the package, nor are they listed on the drawings legend. Please provide.</p>	<p>USSI drawings which reference "6T" is a typo, these should reference either "2T" or "3T".</p>
<p>Drawing 2T2121 Note 5 states to refer back to Architectural plans for device locations in Assembly Spaces. The Architectural drawings do not indicate AV equipment. Projectors are not indicated on any of the drawings.</p>	<p>Refer to USSI drawings for equipment locations. Projectors and projection screens are not included in the project.</p>
<p>The T drawing legends reference AV connection interface, however it is unclear what that is or where it connects. 27 4100 2.6 Video Equipment C. Extron DTP HDMI (sic) 4K 230 D , IN1608 indicates an interface and video switcher, but it is not clear where the switcher resides. Drawing 3T101 Note 8 states AV rack in Table and Chair Storage 116 near Dining Hall. Similar AV racks are NOT indicated in Camp Center I, II or Cabins. Please clarify.</p>	<p>Refer to Contract Package for scope and allowance requirements. Previously issued specification 27 4100 Audio Visual Systems has been retracted and will be re-issued at a future date.</p> <p>At the Camp Centers, the A/V racks will be located in the IT/AV room # 1-110 and # 2-110.</p> <p>At the Dining Hall, the A/V racks will be located in Table &amp; Chair Storage room # 116.</p>
<p>27 4110 3.2 Audio Visual Equipment A. General 1. "Furnish and install a complete working Audio Visual system. Coordinate installation and connectivity to existing second floor Extron XTP Switcher with Consultant and Architect. I do not see a 2nd floor in any of the buildings. Please clarify if there is an existing XTP (Matrix Switcher assumed) on site.</p>	<p>Refer to Contract Package for scope and allowance requirements. Previously issued specification 27 4100 Audio Visual Systems has been retracted and will be re-issued at a future date.</p>



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<p>“Provide all signal management, setup, monitoring of new XTP components with existing system.” Please clarify existing equipment.</p>	<p>Refer to Contract Package for scope and allowance requirements. Previously issued specification 27 4100 Audio Visual Systems has been retracted and will be re-issued at a future date.</p>
<p>27 4100 1.2 RELATED WORK IN OTHER SECTIONS E. “...AV contractor to provide and install any interface as indicated on Equipment Appendix A.” There is no Appendix A, please provide equipment schedule. There is no narrative of exactly what the systems are expected to do.</p>	<p>Refer to Contract Package for scope and allowance requirements. Previously issued specification 27 4100 Audio Visual Systems has been retracted and will be re-issued at a future date.</p>

**Material deviations, in the opinion of the Department, from the solicitation shall be sufficient to render the Proposal non-responsive.**



## PART III: APPENDICES

### A. Procurement Requirement Documents Attachments

- 1. Attachments A – Addenda Acknowledgement**
- 2. Attachments B – Non-Collusion Certificate**
- 3. Attachments C – Debarment Affidavit**
- 4. Attachments D – State of Maryland Anti-Bribery Affidavit**
- 5. Attachments E – Certificate of Insurance Coverage**
- 6. Attachments F – State of Maryland Tax Certification**

**ATTACHMENT A - ADDENDA ACKNOWLEDGEMENT**  
**(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**  
**DCP045-24 William Schmidt Outdoor Education**

**SIGNATURE ACKNOWLEDGING PROPOSAL**

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

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

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

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

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

REGISTERED MARYLAND CONTRACTOR 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 Contractor listed above.

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

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

TITLE: \_\_\_\_\_

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

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

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

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

**ACKNOWLEDGMENT OF ADDENDA (if applicable)**

The above-signed company/firm acknowledges the receipt of the following addenda for the above- referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1

Addendum #2

**END OF ATTACHMENT A**



**ATTACHMENT D - STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**  
**(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

**IFB FOR: DCP045-24 William Schmidt Outdoor Education**

I HEREBY CERTIFY that

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_, \_\_\_\_\_,

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 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.
3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 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.

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

\_\_\_\_\_  
Date

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

x \_\_\_\_\_ Notary Public

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

**END OF ATTACHMENT D**

**ATTACHMENT F – STATE OF MARYLAND TAX CERTIFICATION  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**IFB FOR: DCP016-24 William Schmidt Outdoor Education**

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

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

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

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

**END OF ATTACHMENT F**

**ATTACHMENT B - NON-COLLUSION CERTIFICATE  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**IFB FOR: DCP016-24 William Schmidt Outdoor Education**

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 proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

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

\_\_\_\_\_  
(SIGNATURE)

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

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

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

x \_\_\_\_\_ Notary Public

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

**END OF APPENDIX B**

**ATTACHMENT C – DEBARMENT AFFIDAVIT  
TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**IFB FOR: DCP016-24 William Schmidt Outdoor Education**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George’s County:

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

\_\_\_\_\_  
\_\_\_\_\_

I further affirm that:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

x \_\_\_\_\_  
Officer, if the bidder is a corporation

\_\_\_\_\_  
Partner, if the bidder is a partnership

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

x \_\_\_\_\_  
Notary Public

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

**END OF APPENDIX C**

**APPENDIX E – CERTIFICATE OF INSURANCE COVERAGE  
TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**IFB FOR: DCP016-24 William Schmidt Outdoor Education**

**Contractor Name:** \_\_\_\_\_

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

**Name Of Surety:** \_\_\_\_\_

**Name Of Surety:** \_\_\_\_\_

**Agent’s Phone Number:** \_\_\_\_\_

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

<b>TYPE OF COVERAGE</b>	<b>MINIMUM REQUIRED LIMITS</b>	<b>POLICY OR BINDER NUMBER</b>	<b>ACTUAL LIMITS PROVIDED</b>	<b>EXPIRATION DATE</b>
Commercial General Liability OCC	\$1,000,000			
Commercial General Liability AGG	\$3,000,000			
Business Automobile Liability	\$1,000,000 Per Occurrence			
Workman’s Comp	Maryland State Minimum Compensation Statutory			

LIMITS ON ABOVE POLICY WILL BE INCREASED

ABOVE POLICY NOW IN EFFECT

POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

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

- The Board of Education of Prince George’s County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or 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 costs 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 successful bidder will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

1. Complete form “CERTIFICATION OF INSURANCE COVERAGE” or
2. 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.

Signature of:

x \_\_\_\_\_  
Authorized Agent’s Signature

x \_\_\_\_\_  
Date

**END OF ATTACHMENT E**