



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

INVITATION FOR BID

Charles H. Flowers HS Roof & HVAC Replacement

DCP No. 072-24

**ISSUED BY:
Department of Capital Programs
Procurement Office**

**RELEASE DATE:
May 22, 2024**

**PROPOSAL SUBMISSION DATE:
June 17, 2024 at 2:00 P.M.**

EASTERN STANDARD TIME

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

https://drive.google.com/drive/folders/1qAKJIFsuuv7PnF_MS41AAZUtVDu0Y-Oz?usp=sharing

Emma Code: 72140000



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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.

PURPOSE

The Board of Education of Prince George’s County (The Board) is issuing this Invitation for Bid (IFB) to provide **DCP No.: 072-24 Charles H. Flowers HS Roof & HVAC Replacement**, as defined in attached Project Specifications. These services are to be performed principally for the Department of Capital Programs.

IFB Procurement Milestones

Solicitation Milestones	Date
Invitation for Bid Issue	May 22, 2024
Site Visit	May 29, 2024
IFB Questions due to PGCPS Procurement	June 4, 2024
Responses Posted (Approximate)	June 7, 2024
Bid Submissions	June 17, 2024 at 2:00PM
Notice of Award (Approximate)	July, 2024

ISSUING OFFICE

The Issuing Office: Prince George’s County Public Schools
 Department of Purchasing and Supply Services
 Construction Procurement Office
 13300 Old Marlboro Pike, Trailer 6
 Upper Marlboro, Maryland 20772
Attn: Karen Johnson dcp.procurement@pgcps.org

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



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Site Visit Procedures

Site Visit/Proposal Conference will be held on **May 29, 2024 at 10:00 AM** at Charles H. Flowers High School located at 10001 Ardwick-Ardmore Road, Springdale, MD 20774.

Questions and Inquiries:

All questions pertaining to the bid solicitation submission shall be directed to the DCP Capital Procurement email address: dcp.procurement@pgcps.org.

Addendums will be issued by Prince George's County Public Schools Department of Capital Programs to prospective prime bidders of record ONLY. Sub-Contractors, vendors and material suppliers interested in submitting a proposal for the project must furnish their proposals to prime bidders of record.

Proposal Requirements

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.

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.

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 or offeror is required to submit with its bid or proposal 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.

PROPOSAL SUBMISSION REQUIREMENTS

Offeror shall submit an electronic version via eMaryland MarketPlace Advantage (eMMA). The Offeror's Table of Contents shall include reference to the page number(s) in the Proposal



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 proposal must be received via eMaryland Marketplace Advantage (eMMA) no later than **2:00 PM (Eastern Standard Time), June 17, 2024**.

- i. The electronic submission through eMMA shall take precedence if there is any inconsistency between the electronic, hard copy, 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.

OFFEROR PROPOSAL MARKINGS

All proposals shall be submitted without redactions. All sections of the proposal that are considered Confidential or Proprietary shall be clearly marked within the proposal. The Bidders' shall provide justification for any and all confidential or proprietary information

OFFEROR AUTHORITY

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

OFFEROR SUBMISSION LAYOUT

The Bid documents should include the following:

- A brief transmittal letter prepared on the Offerors' letterhead, and signed by an individual who is authorized to commit the Vendor to the services and requirements in the IFB and proposal. This transmittal letter shall include:
 - The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract, who will receive all official notices concerning this IFB.
 - The Bidders' Federal Tax Identification Number or Social Security Number.
 - The Bidders' Dun and Bradstreet Number
 - A brief statement of the Bidders' understanding of the work to be done, the commitment to perform the work within the time period.
 - A statement that the proposal is a firm and irrevocable offer for a period of one hundred twenty (120) days.
- 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.



a. Minority Business Enterprise Proposal

The MBE Proposal shall be submitted in PDF format. PGCPS will not accept documents submitted in an alternate format. Do not submit (upload) individual sections of the MBE Proposal. The MBE Proposal submission shall be uploaded as one (1) file.

b. Appendices

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

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

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

Modifications and Withdrawal of Bids:

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority.
2. No withdrawal or modifications will be accepted after the time proposals are due.

Right to Reject Proposals and Waive Informalities:

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

Irrevocability of Proposals:

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

Confidential/Proprietary Information:

Proposers should give specific attention to the identification of those portions of their proposals 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. Proposals are not publicly opened. Proposers 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 proposal with a proprietary statement).



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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.

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

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

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 offerors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix F).

Insurance Coverage Requirements

1. Professional Liability Insurance: The Inspector 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 Inspector 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 Inspector 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 Inspector shall obtain Business Automobile Liability in an amount not less than \$ 1,000,000.00 per Occurrence.

4. Workers' Compensation Insurance: The Inspector shall obtain Workers' Compensation Insurance per Maryland State Minimum Compensation Statutory.
5. As a condition to the Contract, the Inspector 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 I Inspector 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 I Inspector terminates as a business entity, for any reason whatsoever, or in any manner whatsoever, the Inspector shall obtain and provide for the maintenance of professional liability insurance, specifically covering the A/E'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 offense 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 neglect 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

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

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

Offeror 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.

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

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.



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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 . 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 offeror, or incorporated in any acknowledgement of contract awarded to the successful offeror, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services Prince George's County Public Schools.

- 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 proposals and re-advertise for other proposals. 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

DISCLOSURE

Respondent 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 Respondent to the Board, unless such infringement or claim results from the Respondent following written instruction or directions of The BOARD. Respondent shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Respondent shall defend or settle, at Respondent's own expense,



any action or suit for which Respondent is responsible hereunder. The Board shall notify Respondent promptly of any claim or infringement for which Respondent is responsible and shall cooperate with Respondent 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. Vendors 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 offeror) 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 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.



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

- c) The protest must be filed with the Department of Purchasing and Supply Services within five (5) calendar days of the recommendation of award or notification to the bidder or offeror 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.