



THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
13300 OLD MARLBORO PIKE, RM 20
UPPER MARLBORO, MD 20772

RFP 012-19 Alternative School Construction Financing Advisory Services

ISSUED BY: Purchasing & Supply Services
Attention: Donna Parks

RFP NUMBER: RFP 012-19

RELEASE DATE: September 5, 2018

PRE-PROPOSAL MEETING: September 12, 2018, @ 10:00 a.m.
Conference Room 17

PROPOSAL DUE DATE: September 26, 2018 @ 2:00 p.m.

DIRECT INQUIRIES TO: Donna Parks: Donna.Parks@pgcps.org
Karen Johnson: karen4.johnson@pgcps.org

PROPOSAL DOCUMENTS

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: www1.pgcps.org or clicking on the following link: <http://www1.pgcps.org/purchasing/bidsnew.aspx>
2. Access solicitations on eMaryland Marketplace @ <https://ebidmarketplace.com/>
3. Contact the Purchasing Department at 301-952-6560.
4. Visiting the Purchasing Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Respondents are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Respondent's proposal unacceptable and subject to rejection.

Questions and inquiries may be addressed as outlined in Part II, Item 4 of this solicitation.

All questions must be directed to the Buyer specified above. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

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PART I: SCOPE OF WORK

1.0 Introduction

This Request for Proposal (“RFP”) is soliciting proposals for external third-party groups to provide Prince Georges County Public Schools (the “PGCPS”) and the Prince George’s County’s P3 Alternative Financing School Infrastructure Work Group (the “Work Group”) the services of a Public Private Partnership (“P3”) Consultant (“Service Provider”) to assist PGCPS and Prince George’s County Government and the Work Group in strategic and financial planning, project vetting, partner selection and other matters related to the formulation and execution of P3 projects or other alternative school construction financing transaction (“Advisory Services”).

2.0 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. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-K, elementary, middle, and high schools as well as special education centers and alternative schools. The central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 132,322 students, 19,000 employees and an annual operating budget of approximately \$2 billion. PGCPS is currently facing acute overcrowding in its schools which requires the rapid construction of a number of schools.

PGCPS is in the process of considering P3 as an alternative delivery method for multiple new or replacement school construction projects such as high school buildings and playing fields, middle schools buildings and playing fields and elementary school buildings and grounds.

3.0 SCOPE OF SERVICES

PGCPS's focus, when considering P3s, is on shortening the period from design to delivery, building quality schools that meet or exceed school specifications, facility maintenance, financial risk allocation and management efficiencies intrinsic to experienced private development teams, particularly those that specialize in school construction.

The BOARD requests proposals from eligible bidders to provide services needed to provide PGCPS specialized assistance in reviewing, comparing and analyzing the feasibility of the proposed P3 models. Therefore, the selected respondent will be expected to have a firm understanding of legal, financial and construction related issues surrounding the execution of a P3 project under the various models available. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

4.0 NON-EXCLUSIVE

The selected Respondent will enter into a Service Agreement with PGCPS. PGCPS retains the option to evaluate and modify services being provided.

This contract is for the convenience of the Board and is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board reserves the right to purchase any set or subset of services listed in the price schedule submitted.

PART II: GENERAL TERMS AND CONDITIONS

1.0 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 Consultant 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.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for one (1) year.

The bidder warrants that prices for the proposal under this RFP are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

- A. The Board expects all Consultants to provide year over year cost reductions recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the Consultant/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the Consultant/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded Consultant, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

3.0 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for September 12, 2018 at 10:00 a.m. local time, 13300 Old Marlboro Pike RM 17, Upper Marlboro, MD 20772.

While attendance at the pre-proposal meeting is not mandatory, the information presented is informative. All interested offerors are encouraged to attend in order to be better able to prepare an acceptable proposal.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the point of contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN 1:00 p.m., September 17, 2018 EST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPs website www1.pgcps.org/Purchasing and www.emarylandmarketplace.com. Please do not submit question in PDF format.

Submit questions to the attention of Donna.Parks@pgcps.org
cc: Johnna.Smarr@pgcps.org.

Questions Due September 17, 2018

Addendum Posted September 21, 2018 (Estimated Date)

5.0 POINT OF CONTACT

Donna Parks, Senior Buyer
Purchasing and Supply Services
E-mail: Donna.Parks@pgcps.org

TECHNICAL CONTACT

Shawn Matlock
Director of Capital Programs

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

The Consultant's performance will be under the technical direction of the Director of Capital Programs who will be responsible for ensuring Consultant's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The Consultant shall be accountable to the end users on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract/requirements contract.

8.0 PAYMENT TERMS

The Consultant 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 Consultant does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Consultant otherwise materially breaches the terms and conditions of the contract.

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on www.emarylandmarketplace.com and the Board's Purchasing Department website @ <http://www1.pgcps.org/purchasing>. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace or the Board Purchasing Department website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

10.0 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at the Purchasing Office no later than **2:00 pm September 26, 2018, Room 20**. Consultants mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Purchasing & Supply Services prior to the deadline. Any bid received in the Purchasing Office after the submission deadline will be returned unopened. Delivery to the Board' mailroom, lobby, etc. shall not constitute delivery to the Purchasing Office is located at 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772.

11.0 PROPOSAL OPENING

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

12.0 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.

13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at:

<http://www1.pgcps.org/generalcounsel/>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments. All firms submitting a proposal must complete the appropriate forms and submit the forms with their proposal. For this project, the BOARD will recognize minority certification from the State of Maryland Department of Transportation (MDOT); Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA). For additional information contact the Minority Business Office at 301-952-6563.

LOCAL MBE INITIATIVE

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

MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS

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

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

14.0 E- COMMERCE

eMaryland Marketplace (<https://ebidmarketplace.com>) is the primary site for the Board to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, bidder/offeror questions and The Board' responses and other solicitation related information.

Notices of solicitations are also posted on our website <http://www.pgcps.org/purchasing> in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish **notices** of procurement and procurement **awards** on the State's e-commerce website eMaryland Marketplace (eMM).

All offerors are required to register with eMaryland Marketplace, so that the award notice can be properly published.

15.0 INSURANCE

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

16.0 LIQUIDATED DAMAGES

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

17.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

A. General Provisions

- 1) It is the responsibility of the Consultant 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.
- 2) The Consultant 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 correspondences should include the following information as applicable:
 - i. Title of project
 - ii. School/office
 - iii. Solicitation number
 - iv. Contract number; and
 - v. PGCPS representative/project manager
- 3) 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.

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

- 1) Any and all current and future employees of the Consultant 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 Safe Schools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- 2) All background checks must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The 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 Safe Schools.
- 3) 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 Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

C. Restrictions on Employee Assignments

Consultant is prohibited from assigning the following persons from working at a PGCPS location:

- 1) Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- 2) 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)

- 3) 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.

Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Board of Education of Prince George's County determines that a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

18.0 LEGAL COMPLIANCE

- A. 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.
- B. 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.
- C. 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.
- D. Consultant 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.

E. Specifically, Consultant shall comply with all applicable laws and regulations relating to the employment of immigrants, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of Consultant and Consultant'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.

18.1 EPA COMPLIANCE

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

19.0 BONDING (N/A)

Respondents will not be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the RFP, to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR 21.06.07.02)

The bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

PERFORMANCE AND LABOR BOND The successful respondent will not be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond for amounts over or under \$100,000.

The bond, cashier or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

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

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

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 for Prince George's County Public Schools.

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Offeror shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the 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 on line 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

22.0 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.

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE PART SUBMISSION

- A. Offerors shall submit **in separate sealed envelopes** the following;
1. Volume I - Technical Proposal
 2. Volume II - Financial proposal
 3. Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Each envelope shall comprise the following:

1. The Technical proposal shall include one (1) original (so labeled) and three **(3)** copies in a sealed envelope clearly labeled "Technical Proposal". An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
 2. The Financial proposal shall include one (1) original (so labeled) and three **(3)** copies in a sealed envelope clearly labeled "Financial Proposal". An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal.
 3. The MBE envelope shall include one (1) original (so labeled) and one (1) copy of Commitment Utilization forms provided with the RFP (See Appendix I). An electronic version of the MBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE Commitment Utilization Forms.
- B. Each envelope and the outside of each package shall, in addition, be labeled with the following:
1. The Offeror's name and business address.
 2. The due date/time for receipt of proposals.
 3. The Title of the RFP and RFP number

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT (see Section F. for additional information)

Each proposal must include a table of contents and all pages in the technical proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Technical proposals are to be accompanied by a brief transmittal letter prepared on the Offeror's letterhead, and signed by an individual who is authorized to commit the Offeror to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Offeror to the contract, who will receive all official notices concerning this RFP.
2. The Offeror's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

TAB B. TABLE OF CONTENTS

A Table of Contents must be included in the package.

TAB C. EXPERIENCE AND CAPABILITIES

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

1. Requirements
 - a. Proposals and Experience. All responses must include a statement of qualifications, experience and description of the firm and its history. The response should specifically indicate the firm's current and historical expertise in providing P3 Advisory Services.
 - b. Resumes of Individuals. All responses must include resumes of each individual who will be providing Advisory Services under any work order, as well as written descriptions of the individuals' relevant experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with PGCPs for the provision of P3 Advisory Services.
2. Desired Experience. The following experience is desirable, but not required:
 - a. Experience working with PGCPs
 - b. Experience working with any other public School System.

- c. Experience with evaluating and developing financing for P3 transactions.
 - d. Experience with a variety of P3 models.
3. Primary Contact Professional
- a. Respondent shall designate one (1) Primary Contact Professional in its Proposal, who would be assigned responsibility for this work, serve as the primary interface with PGCPs, as well as the primary person to perform work, and to supervise and assure quality control of work performed by other personnel and sub consultants.
 - b. The following experience is desirable for the Primary Contact Professional, but not required: Experience working on projects at School Systems of comparable size, or Maryland Universities/Colleges within the last five (5) years.
 - c. In the event of attrition of the designated Primary Contact Professional, Respondent shall propose a substitute with equal or better qualifications for PGCPs's review and approval.
4. Other Personnel
- Identify other personnel who would be used for purposes of the RFP and their qualifications, with the percentage of time they would be devoting to specific tasks.
5. References
- At least **five (5)** recent references from its customers who are capable of documenting the following: a) the Offeror's ability to manage similar contracts, b) the quality and breadth of services provided by the Offeror under similar contracts (See Appendix C), and preferably clients who have utilized the firm on matters related to P3 Advisory Services. The references must include a contact person, a full address, and a phone number. In addition to the foregoing, please include a listing of public and private clients for whom the firm has provided similar services, including a description of the services provided. If any of the individuals identified by a firm previously participated in any of the projects performed for other clients on the aforementioned listing, please identify the projects in which each individual participated.

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror shall include in its proposal, completed, audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror has not had its financial statements audited by an independent accounting firm, the Offeror must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
- a. Recently audited (or best available) financial statements
 - b. Dunn and Bradstreet Rating
 - c. Standard and Poor's Rating
 - d. Lines of credit
 - e. Evidence of a successful financial track record
 - f. Evidence of adequate working capital

2. Offeror shall identify any claims during the past five (5) 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.
3. Offeror shall submit a State of Maryland Certificate of Good Standing or other filing verifying the offeror is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state). 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.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part IV (Scope of Work) (separated by tabs if substantial) the response should include the following:

- A. **Organizational Capability and Commitment:** This section should demonstrate an overall understanding of the requirements for this work, and the Respondent's ability to meet the requirements including information about allocation of resources to perform work in a timely manner, and
- B. **Project Approach/Methodology:** Respondent shall show a detailed conceptual approach to the methodology which will be used to accomplish the Scope of Services described in Section 4, and clearly demonstrate their ability to render high quality work required by PGCPs. Include the name of the responsible individual who will lead the contract with PGCPs in coordination and execution of the services, and the location where management and coordination of services will be performed;
- C. **Organizational Chart:** Include an organizational chart showing, at a minimum, the key personnel to be assigned to PGCPs and their reporting relationship within the organization. Include consultants proposed to be used and describe their role.
- D. **Sample Work:** Include a list and exemplars of at least two (2) different samples of Respondent's work that demonstrate performance of services listed in Part IV Section 2 below. Respondents are urged to forward concise RFP, and therefore exemplars should include only items that are relevant to this specific RFP,
- E. **Exceptions:** Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Respondent must expressly state that no exceptions are taken.

TAB F. FORMS

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Addenda Acknowledgement Form (Appendix B)
3. References (Appendix C)
4. Completed Non-Collusion Certificate (Notarized) (Appendix D)

5. Completed Debarment Affidavit (Notarized) (Appendix E)
6. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
7. Financial Proposal Form (Appendix H)
8. Completed MBE Documents (Appendix I if required)

TAB G. TECHNICAL ELECTRONIC MEDIA (technical only)

3.0 VOLUME II: FINANCIAL PROPOSAL

- A. Offerors shall enter all price information on Appendix H, "Financial Proposal Form" and submit it under a separate sealed cover as described in Part III, Section 1.0.
- B. An electronic version of the Financial Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Financial Proposal. School System is open to consideration of a variety of fee structures and as such encourages Respondents to provide multiple approaches to compensation. It is anticipated that different fee schemes will be considered depending upon the situation and project at issue.
- C. School System is open to consideration of a variety of fee structures and as such encourages Respondents to provide multiple approaches to compensation. It is anticipated that different fee schemes will be considered depending upon the situation and project at issue.
- D. Hourly Rates, Fees. All responses must include a detailed explanation of the hourly rates for each individual identified as a provider of P3 Advisory Services. Additionally, Respondent must include an explanation of all other direct expenses (i.e., photocopying, faxing, telephone usage, etc.) (Other Direct Expenses).
- E. Other Fee Structures. Describe alternative fee structures that defer and/or build fees into project costs.
- F. Respondent shall state the fees for all services for proposed work.
 1. The fees shall include all related reimbursable expenses (including travel).
 2. Respondent shall also submit a detailed Fee Schedule/Rate Sheet. Fee should include break out services and projected hours.
 3. Respondent's rates shall include, but are not limited to the following: labor, materials, overhead and profit, equipment, travel between Respondent's office and PGCPs, parking on campus, postage, printing, computer, communications (including email), phone, fax, reimbursable (allowances and cost of insurance). No separate charges for included fees (e.g. reimbursable or insurance) shall be listed.
 4. Permitted reimbursable are not subject to any mark-up. Sub consultants are subject to a maximum 5% mark-up.
 5. Please carefully read the RFP, in its entirety, to avoid any conflicts with the requirements in this RFP. If you do attach a fee schedule/rate sheet which contains provisions which conflict with any of the fee provisions described above or anywhere else in this RFP, your submittal may be excluded from consideration, or if you are selected to enter a Service Agreement, the conflicting language and terms in such fee

schedule/rate sheet from the Respondent shall be deemed stricken (even if not physically marked out) in the fee schedule/rate sheet attached to the Service Agreement, and you will not be permitted to charge any such amounts which are in conflict.

6. Pricing will be fixed for one (1) year with an opportunity to extend the agreement for one (1) year based on mutual agreement by both parties

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A. An MBE goal of 15% has been established for the contract to result from this solicitation (See Appendix I).
- B. Offerors shall include all documents as required in Appendix I
- C. Any proposal that does not include and comply with the MBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE Participation Affidavit is non-responsive and will be rejected.
- D. An electronic version of the MBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE Commitment Utilization Forms.

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

**PART IV: SCOPE OF WORK
STATEMENT OF WORK AND SPECIFICATIONS**

1.0 INTRODUCTION

A. General Information

Prince George's County Public Schools, on behalf of the Board of Education of Prince George's County, Maryland is requesting proposals from qualified firms to review and recommend and advise PGCPs and Work Group in development of a P3 plan, the solicitation, selection and contracting of a P3 Partner capable of executing the P3 plan.

1. There is no expressed or implied obligation for the Board to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
2. A Pre-Proposal Conference has been scheduled to address questions and/or aspects of the proposal and to obtain input and/or suggestions from perspective Respondents. The Pre-Proposal conference will be held in the **Facilities Administration Building (FAB), 13300 Old Marlboro Pike, Room 17, Upper Marlboro, MD 20772 on September 12, 2018 at 10:00 a.m. Attendance is not a mandatory requirement for bidding but strongly recommended.**
3. The respondent is required to submit **one (1) original, three (3) duplicates and three (3) flash drives or CDs** of the proposal and any other applicable documents specific to this Request for Proposal. See submittal requirements for further instructions.
4. During the evaluation process, the Evaluation Committee and the Board reserve the right, where it may serve PGCPs's best interest, to request additional information or clarifications from the Respondent, or to allow minor corrections of errors or omissions. At the discretion of PGCPs or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
5. The Board reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Board and the firm selected.
6. It is anticipated the recommendation of a firm will be completed by October 22, 2018. Following the notification of the selected firm it is expected a contract will be executed between both parties by October 31, 2018.
7. Any Proposal submitted by mail must be sent sufficiently in advance of the due date to ensure delivery to the appropriate PGCPs office prior to the specified date and time. The Respondent is solely responsible for ensuring delivery no later than the date and time specified. When using mail or express delivery

services, Respondent assumes responsibility for clearly identifying that the package contains a response to this RFP. The RFP number, due date and time must be clearly identified on the outside of the delivery package. Use of the U.S. Postal Service, campus mail system, express or overnight delivery, or any other service that might result in delayed delivery shall not relieve the Respondent from the conditions of the specified deadline. LATE PROPOSALS WILL NOT BE CONSIDERED.

The Respondent firm selected as Service Provider will be required to sign an agreement which will consist of the Service Agreement and applicable exhibits. In the event of a conflict between documents, the following order of precedence shall apply:

- a. Agreement with School System
 - b. The Contract appendices listed in the Agreement.
 - c. Request for Proposals (RFP) and any Addenda
 - d. Respondent's Proposal
8. PGCPS may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission of qualifications, by issuing addenda. Addenda will be transmitted to all parties who have been furnished the RFP. Addenda will be numbered consecutively.
 9. PGCPS may reject any or all Proposals and may waive any immaterial deviation in the Proposal. PGCPS's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Respondent from full compliance with the provisions if they are awarded the contract. Proposals referring to terms and conditions other than PGCP's terms and conditions may be rejected as being nonresponsive.
 10. While it is the intent of PGCP's to proceed with this appointment, this solicitation does not obligate PGCP's to enter into a contract. PGCP's reserves the right to cancel this RFP at any time, should PGCP's determine it is in the best interest to do so or if PGCP's loses the required funding. No obligation either expressed or implied, exists on the part of PGCP's to make an award or to pay any costs incurred in the preparation or submission of a Proposal.
 11. It is the current intent of PGCP's to use only the evaluation process for each Proposal, and not interviews, in order to evaluate each Respondent and make any contract awards. Although PGCP's does not currently intend to conduct interviews, it reserves the right to conduct such interviews if deemed desirable by PGCP's.
 12. The contract shall be signed by the selected Respondent and returned to PGCP's along with the required attachments (including all required insurance documents) within ten (10) working days of submission of the contract to Respondent by PGCP's. The period of execution may be changed by PGCP's. **Contracts are of no effect until approved by the appropriate School System officials. Any work performed prior to receipt of a fully executed contract shall be at Service Provider's own risk.**

Failure to execute the contract, comply with other requirements, and/or provide all required attachments (including all required insurance documents) within the time frame identified above shall be sufficient cause for voiding the award. If the selected Respondent refuses or fails to execute the contract, PGCPs may award the contract to the next qualified highest ranked Respondent.

13. Each Proposal becomes the property of PGCPs. It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected Consultant 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.
14. 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.**
15. If a submittal is accepted, the awardee shall not issue any news releases or other statements pertaining to the award of an agreement that states or implies School System endorsement of the Respondent's services.

B. Term of Engagement

This engagement will be contracted for a period, commencing with the execution of the Professional Services Agreement and ending October 31, 2019 with an option to extend the Agreement for additional one year periods.

2.0 NATURE OF SERVICES REQUIRED

A. Overview

The Board is soliciting the services of qualified firms with a background in financing, structuring, organizing and advising public private partnerships. The partners should be familiar with construction, P3 contracts and Maryland law as it relates to public finance and school construction.

B. Scope of Work to be Performed

The BOARD requests proposals from eligible bidders to provide services needed to provide PGCPs specialized assistance in reviewing, comparing and analyzing the feasibility of the proposed P3 models. Therefore, the selected respondent will be expected to have a firm understanding of legal, financial and construction related issues surrounding the execution of a P3 project under the various models available. The general scope of work shall consist of providing some or all of the following services:

- i. P3 Advisor will educate PGCPs and the Work Group regarding the P3 environment, particularly in the context of delivering Public School Buildings;

- ii. P3 Advisor will assist PGCPS and the Work Group in the development and implementation of a P3 process and guidelines;
- iii. P3 Advisor will assist PGCPS and the Work Group in the selection of appropriate projects suitable for P3 application;
- iv. P3 Advisor will assist PGCPS, the County and the Work Group in identifying optimum funding models;
- v. P3 Advisor will assist, along with legal counsel selected by Work Group, PGCPS, the County and the Work Group in the drafting of solicitation documents;
- vi. P3 Advisor will provide expert advice during the evaluation of proposals of potential P3 partners, and
- vii. P3 Advisor will assist, along with legal counsel selected by Work Group, PGCPS, County and Work Group in negotiating the final contract with the P3 Partner.

C. Task 1

The scope of work shall consist of meeting with Work Group and officials of PGCPS and Prince George's County Executive Staff both collectively and independently and reviewing the material related to the proposed goals of any P3 partnership, the financial capabilities as related to funding P3 partnership, proposed construction sites and cost estimates for audit finding responses and general conditions as they relate to a P3 partnership and provide several options as to the size, scope and duration of the P3 partnership.

The successful awardee will work with Work Group to ensure progress of recommended actions which shall include:

1. Several funding models for a P3 partnership that match the financial needs and capabilities of the Prince George's County Government and PGCPS.
2. Provide a model that meets the minimum goals of PGCPS.

D. Task 2

The awarded Consultant shall work with Work Group, PGCPS and Prince George's County Government and their legal counsel(s) to develop a solicitation for P3 partners based on a plan selected by the Work Group, which incorporates the goals of all of the stakeholders.

The successful awardee shall develop a solicitation that shall include:

1. All of the best practices as it relates to P3 Project financing contracting and solicitation;
2. A Scope that adequately addresses all of the needs PGCPS and associated stakeholders;

3. All the necessary legal requirements;
4. Provide a set of bench marks for evaluation of the proposals;

E. Task 3

The awarded Consultant shall work with Work Group, to evaluate the proposals of the responders to the P3 Partner solicitation.

The successful awardee assists in the evaluation of the respondent's proposals by performing actions that shall include:

1. A report to the Work Group that reviews the respondents financial proposals and provides an analysis of the benefits and detractions of each proposal;
2. Providing one or two reviewers to assist in the review of the technical proposals;
3. The successful awardee will not be an evaluator.

F. Final Task

The awarded Consultant shall assist the Work Group and its legal counsel in negotiating the final contract with the successful P3 Partner(s) respondent(s) to the solicitation. Awardee will provide advice on contract terms and formation of the P3.

ATTACHMENTS

- A. Action Plan Timeline**
- B. Notification of Interest Memorandum and Letter and Pre-Proposal Conference Registration Form. (B through B-2)**
- C. Format for Schedule of Professional Fees and Expenses to Support the Total All-inclusive Maximum Price (C through C-3)**

ATTACHMENT A

ACTION PLAN TIMELINE

The scope of work shall consist of an independent review and actions to ensure progress based on the following timeline for implementation of P3 advisory services:

ONGOING

- Review goals and resources of Prince George's County, and PGCPS to advise Work Group and PGCPS on P3 formation and selection of a P3 Partner.
- Advise the Work Group and PGCPS on the optimum solutions for the proposed P3 and best P3 practices.
- Provide financial analysis and recommendations to the Work Group and PGCPS on the best use of its resources and best financial models for a P3. Including recommendations on source and methods of funding
- Attend meetings of the Work Group.
- Work and Communicate with Prince George's County and School staff.
- Draft reports as requested by PGCPS, the Board, County Council or County Executive's Office.

January 2019

- After completion of review shall provide a report that includes options/recommendations for a P3 plan and a plan for soliciting P3 partner(s)

March 2019

- Present a draft solicitation to the Work Group for legal and technical review.

April 2019

- Publish the solicitation for the P3 Partner(s).
- Hold first Pre-bid meeting

May 2019

- Collect Solicitation responses and begin the evaluation/selection process)

June 2019

- Select P3 Partner(s) and issue Notice of Award.
- Begin Negotiations of the P3 Partnership Agreement.

August 2019

- Complete negotiations
- Draft and Submit Board Action Summary
- Draft and Submit Resolution to the County Council
- Execute P3 Partnership Agreement

ATTACHMENT B

NOTIFICATION OF INTEREST MEMORANDUM

**MEMORANDUM OF INSTRUCTION TO FIRMS REQUESTING RFPs
BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY**

DATE: September__, 2018
TO: Firms Having Expressed Interest in Responding to a Request for Proposals
FROM: Robert Johnson, Director
Purchasing and Supply Services Department
SUBJECT: Notification of Interest

The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is soliciting proposals from qualified firms to Public Private Partnership Advisory Services. Enclosed for your consideration is a Request for Proposal 000-18.

To be considered for this engagement, your firm must meet the qualifications and satisfy the requirements set forth in the RFP. Please indicate your intent to submit a proposal by completing the attached Notification of Interest and returning it to the address listed below:

**Department of Purchasing and Supply Services
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
Notification of Interest RFP 012-19
Alternative School Construction Financing Advisory Services
Donna.parks@pgcps.org
cc: Karen4.Johnson@pgcps.org**

Completed proposals must be received at that address on September 26, 2018, at 2:00 pm.

Please note that a Pre-Proposal Conference is scheduled for September 12, 2018 at 10:00 am in our office to respond to any questions you may have about the RFP. Please ensure your company completes and submits the Notification of Interest Letter.

All questions and correspondence should be directed to Robert Johnson in writing at the above address or by email at donna.parks@pgcps.org. Contact with BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY personnel other than Contracting Officers regarding this RFP may be grounds for elimination from the selection process.

ATTACHMENT B-2

NOTIFICATION OF INTEREST LETTER

[FIRM'S LETTERHEAD]

Mr. Robert Johnson
Director, Purchasing and Supply Services
Board of Education of Prince George's County
13300 Old Marlboro Pike
Upper Marlboro, MD 20772

NOTIFICATION OF INTEREST

Dear Mr. Johnson:

Our firm is interested in submitting a proposal the fiscal year ending June 30, 2018, , as set forth in the request for **RFP 000-18 Request for Proposal Public Private Partnership Advisory Services** dated September 5, 2018.

[SELECT ONE OF THE FOLLOWING PARAGRAPHS]

- We plan to have [NUMBER] representatives attend a Pre-Proposal Conference for firms interested in submitting proposals. The Pre-Proposal Conference will be held on _____, 2018, at PGCPs Offices.

-OR-

- We will be unable to send representatives to the Pre-Proposal Conference, but we are interested in receiving further correspondence concerning inquiries made or other items discussed at that conference.

Yours very truly,

[FIRM]

**ATTACHMENT C
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

**SCHEDULE OF PROFESSIONAL FEES & EXPENSES FOR REVIEW AND DEVELOPMENT OF P3 PLAN
(ACTION PLAN DEVELOPMENT)**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____		_____	
Total for services described in Section II of the RFP (Detail on subsequent pages)			\$ _____	
Out-of-pocket expenses:			\$ _____	
Total all-inclusive maximum price (fixed fee)			\$ _____	

Note: The rate quoted **should not** be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**ATTACHMENT C- 1
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

**SCHEDULE OF PROFESSIONAL FEES & EXPENSES ASSIST
IN THE DEVELOPMENT SOLICITATION FOR P3 PARTNER(S)
(DEVELOPMENT OF SOLICITATION)**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____			_____

Total for services described in Section II E of the RFP
(Detail on subsequent pages) \$ _____

Out-of-pocket expenses: \$ _____

Total all-inclusive maximum price (fixed fee) \$ _____

Note: The rate quoted **should not** be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**ATTACHMENT C-2
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

**SCHEDULE OF PROFESSIONAL FEES & EXPENSES FOR ADVISORY SERVICES
IN THE EVALUATION AND SELECTION PROCESS OF P3 PARTNER(S)
(SELECTION PROCESS)**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____			_____

Total for services described in Section II E of the RFP
(Detail on subsequent pages)

\$ _____

Out-of-pocket expenses:

\$ _____

Total all-inclusive maximum price (fixed fee)

\$ _____

Note: The rate quoted **should not** be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**ATTACHMENT C-3
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

**SCHEDULE OF PROFESSIONAL FEES & EXPENSES FOR ADVISORY SERVICES THROUGH NEGOTIATION
DEVELOPMENT AND EXECUTION OF THE P3 PARTNERSHIP AGREEMENT(S)
(CONTRACT NEGOTIATIONS)**

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal	_____			_____

Total for services described in Section II E of the RFP
(Detail on subsequent pages)

\$ _____

Out-of-pocket expenses:

\$ _____

Total all-inclusive maximum price (fixed fee)

\$ _____

Note: The rate quoted **should not** be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

**ATTACHMENT C-4
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)**

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

For Public Private Partnership Advisory Services:

Combining Schedule - All Services Described in RFP Section II

<u>Nature of Service To Be Provided</u>	<u>Total Price</u>	<u>Schedule</u>
Plan Development	_____	_____
Development of Solicitation	_____	_____
Selection Process	_____	_____
Contract Negotiations	_____	_____

EACH SERVICE DESCRIBED IN RFP SECTION 2.0 SHOULD BE SUPPORTED BY AN INDIVIDUAL SCHEDULE IN THE FORMAT PROVIDED IN ATTACHMENTS C – C3.

PART V: EVALUATION AND CRITERIA

1.0 Evaluation Committee

- A. Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Offeror whose proposal is the most advantageous to The Board, considering price and technical factors set forth herein.
- B. The Evaluation Committee will make the final determination about acceptability of proposals.

2.0 Evaluation Process

- A. The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Offerors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offerors and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board.
- B. During the evaluation process, the committee may request technical assistance from any source.
- C. Following the completion of the technical evaluation of all Offerors' technical proposals, including any discussions, the committee will rank each qualified Offeror's technical proposal.
- D. The cost proposal of each qualified proposal will be distributed to the Evaluation Committee following the completion of the technical evaluation. The cost proposals will not be distributed to the committee until the technical evaluation is completed. The Committee will determine total costs of the proposals in order to establish a financial ranking of the proposals from lowest to highest.
- E. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offerors in any manner deemed necessary to serve the best interests of the Board.
- F. All, a selected group or none of the Offerors may be asked to make a 45 minute oral presentation to the Evaluation Committee at the Evaluation Committee's discretion. The purpose of the oral presentation is to provide an opportunity for the Offeror to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- G. If it is determined to be in the best interest of The Board, the Board may invite Offerors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- H. The Committee will recommend the Offeror whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

I. PROPOSED SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DUE DATE</u>
Release of Request for Proposal.....	September 5, 2018
Pre-proposal Meeting.....	September 12, 2018, at 10:00 a.m.
Last Day to Ask Questions or Request Clarification on RFP Content.....	September 17, 2018, Before 5:00 p.m.
Last Day for PGCPs to issue Addendum.....	September 21, 2018
Submittals Due.....	September 26, 2018, Before 2:00 p.m.
Oral Presentations (45 minutes).....	October 10 th and 11 th , 2018
Anticipated Notice of Intent to Award.....	October 31, 2018

3.0 Evaluation Criteria

The Evaluation committee will evaluate the technical proposals using the following criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Offeror’s experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

4.0 Point Scoring Schedule

A. Proposals will be evaluated using following criteria:

Firm Experience25 points
The Firm demonstrates verifiable experience and an outstanding record of successfully completed projects.

Personnel Experience.....25 points
Key personnel possess experience and a demonstrated record of success in projects similar to those outlined in this RFP.

Client Relationship Approach:.....25 points
The Proposal clearly demonstrates the Respondent’s approach to working with its clients

Fee Schedule & Rate Sheet25 points

Hourly fees are reasonable given industry standards. Other fee schemes offer flexibility in terms of deferring costs and/or building costs into project costs.

TOTAL POSSIBLE POINTS:100 points

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Consultant'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 Consultant's compliance with said legal requirements. If the Consultant fails to maintain legal compliance, The Board may find said Consultant in default.

1. REQUEST FOR PROPOSALS (RFP)

- a. DIRECTIONS: The Board of Education of Prince George's County(The Board) invites all interested and qualified Consultants to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Consultant" will mean any reliable and interested contractor, firm or business, who desires to respond to this RFP.

2. GENERAL REQUIREMENTS

- a. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Prince George's County.
- b. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Consultant will not be allowed to offer more than one price on each item even though the Consultant may feel that it has two or more types or styles that will meet specifications. Consultant must determine which to offer. If said Consultant should submit more than one price on any item, all prices for that item will be rejected.
- c. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- d. MINIMUM REQUIREMENTS: Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Consultant shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.

- e. **PRODUCT OFFERED BY THE CONSULTANT:** The product offered by the Consultant shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Consultant shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- f. **COMPLIANCE WITH SPECIFICATIONS:** The Consultant shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Consultant, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Consultant's compliance with the specifications.
- g. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Consultant, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Consultant strictly accountable to The Board to the specification as written. Any deviation by the Awarded Consultant from the specifications, without prior documented approval, will be grounds for rejection of the goods, services and/or equipment when delivered.
- h. **SUB-CONSULTANTS:** The Awarded Consultant shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Consultant shall provide the name of the sub-Consultant(s) it intends employing, the portion of the services or materials/labor to be furnished, their place of business, and such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee. The information may be used in considering the potential performance capabilities of the sub-Consultant(s). The Awarded Consultant shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- i. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Consultant agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an

agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- j. E-COMMERCE: The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Consultant shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract on the portal. **(Not Applicable)**
- k. CONFLICT OF INTEREST, LOBBYING AND ETHICS REVIEW PANEL
 1. In accordance with Sec. 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Prince George's County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
 2. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 0107) prohibiting Prince George's County Public Schools employees from benefiting from business with PGCPS.
 3. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 0107.

3. PRICES

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

Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Consultant(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Consultant will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Consultant at a The Board worksite. The Awarded Consultant shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Consultant Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Consultant shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Consultant shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Consultant shall submit Material Safety Data Sheets (MSDS) for all items awarded to that Consultant provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the Consultant must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. All additional expenses incurred by The Board as a result of such purchases will be deducted from the monies owed or monies that may become due the Consultant.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Consultant expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Consultant will bear the cost of inspection of all goods and services rejected. (b). The Consultant hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, Consultant must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. **CRIMINAL BACKGROUND CHECK:** Awarded Consultant, its employees, agents, volunteers, and Consultants who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Consultant.
- c. **GUARANTEE PERIOD:** The Consultant shall unconditionally guarantee all services, and materials, by it for a period of one year from the date of acceptance, i.e., delivery, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.

6. MINORITY BUSINESS ENTERPRISES PARTICIPATION REQUIREMENTS (3325)

- a. The Board of Education of Prince George's County Minority Business Enterprise (MBE) Administrative Procedure No. 3325 requires bids for materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables. This procedure also is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business Enterprise (MBE) entitled to do so by the provisions of the Administrative Procedure. 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 OR PROPOSAL OPENING.

The Consultant or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of 15% percent of the total dollar value of the service contract established for this project. All prime Consultants, including certified MBE firms, when submitting bids as general or prime Consultants, shall attempt to achieve this goal from certified MBE firms unless otherwise stated in the bid. Minority Businesses included in the bid package at time of bid opening, cannot be changed without prior approval of the Director of Purchasing and Supply Services

- b. Only those businesses registered in the Oracle database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified

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

- c. The Board of Education of Prince George’s County strongly encourages its Consultants to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Prince George’s County. The bidder 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 or proposal.
- d. Minority businesses are encouraged to submit bids in response to this notice. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.
- e. Consultants that engage Local MBE and Small Business Enterprises may receive an additional 5 points during the evaluation phase of any solicitations with the Board of Education of Prince George’s County.

7. BONDING

- a. BID BONDS: Bid Bonds may be required. Refer to General Terms and Conditions.

8. PROPOSAL SUBMISSION

- a. KNOWLEDGE OF TERMS AND CONDITIONS: Consultants or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Consultant’s own risk and Consultant cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Consultants.
- b. SUBMISSION: Proposals must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772. Consultants must submit technical and cost proposals as specified in the General Terms and Conditions. Consultants shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Consultant may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing. In the event of inclement weather on the due date of a bid and The Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.
- c. FORMAT: Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Consultant, Due Date, RFP Number and Title. The Board shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

- d. **CONSULTANT ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Consultant and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Consultant to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Consultants shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. The Board will not be responsible for any samples not picked up within 30 days of the notification of Consultants to do so. Samples may be retained by The Board until Consultants are notified to remove them. Consultants agree that The Board will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Consultants shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- j. **PROPOSAL PREPARATION FEES:** The Board will not be responsible for any costs incurred by a Consultant in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Consultant, and the ability of the Consultant to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability,

workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Consultant's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.

- I. RECOMMENDATION OF AWARD: Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

- m. RIGHT TO PROTEST: The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Consultants are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
 1. An interested party (bidder of standing or offeror) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
 - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
 - The name address and telephone number(s) of the protester.
 - Identification of the solicitation
 - Statement of reasons for the protest
 - Supporting documentation to substantiate the claim
 - The remedy sought
 2. The protest must be filed with the Purchasing Office 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.
 3. A Consultant who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
 4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
 5. 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

1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within five (5) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest issued by the CFO or CFO designee may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.

3. A Consultant 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.
4. The Board reserves the right to award during protest during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.

10. CONTRACT TERM

The Consultant shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

11. COMMENCEMENT OF SERVICES

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

12. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

13. 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, services and/or workmanship inferior to that required by the Consultant, 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 Consultant(s). Should the Consultant(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 Consultant(s). Should the Consultant 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.

14. TERMINATION OF CONTRACT

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

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

15. GOVERNING LAW & VENUE

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

16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to Board of Education of Prince George's County, Accounts Payable Office, Room 14201 School Lane, RM 130 Upper Marlboro, Maryland 20772 (unless otherwise noted).
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify the Board Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Consultant's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Consultant's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Consultant acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Consultant and its employees, agents, volunteers and Consultants shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Consultant and The Board for the mutual disclosure of such records by and among the Consultant, The Board and The Board' employees, agents, volunteers and Consultants.
- f. **INDEMNIFICATION:** Consultant shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- g. **INSURANCE:**
 - 1. The Consultant must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-Consultant or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

2. The following coverages and limits are required of all Consultants:

- Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
- Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
- Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
- Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.

3. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.

4. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.

5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

6. The cost of the above insurance shall be considered an overhead or operating expense to the Consultant, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

- h. **NON-ASSIGNABILITY:** This contract shall not be assigned or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without said written consent shall be null and void of no effect.
- i. **INDEPENDENT CONSULTANT:** Consultant is furnishing its goods and/or services hereunder as an independent Consultant, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Consultant's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Consultant to the Board and/or its designated agents at any time upon

reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Consultant will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board ("Property"). If the Consultant's failure to use reasonable care causes damage to any property, Consultant must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Consultant fails or refuses to make such repair or replacement, the Consultant will be liable for the cost, which may be deducted from payments due Consultant.
- m. **PUBLIC STATEMENTS:** Consultant shall not use or reference the Name or Emblem of The Board Of Education of Prince George's County in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of The Board, which consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Consultant, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

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

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

APPENDIX B-ADDENDA ACKNOWLEDGEMENT

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation

Addendum #1- Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Consultant Name

Email

Contact Phone Number

APPENDIX C – REFERENCES

**RFP 012-19
ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES**

1.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address: _____

4.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

5.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

**APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES 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: _____

**APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

_____, 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

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

**APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

_____, being first duly sworn deposes and says that he is an officer in the organization known as _____ and the party making a certain proposal or RFP dated, _____20____, to the Board of Education of Prince George's County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

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

x _____ Notary Public

My commission expires: _____

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

CONSULTANT NAME:

ADDRESS:

NAME OF SURETY: (TYPE OR PRINT)

NAME OF AGENT: (TYPE OR PRINT)

AGENT'S PHONE NO:

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

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

() 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 cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George's County.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George's County is hereby granted authority to contact the agency directly to confirm Board of Education of Prince George's County information or obtain copies of certificates of insurance. The Board of Education of Prince George's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of 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:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

The Board Of Education of Prince George's County is hereby named as Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to The Board Of Education of Prince George's County.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from The Board Of Education of Prince George's County.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

(AUTHORIZED AGENT'S SIGNATURE)

(DATE)

**APPENDIX H - FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)
(DO NOT SUBMIT WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

Company name _____
Address _____
Phone number _____

TO: Board of Education of Prince George's County

We propose to provide **ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES** to the Board of Education of Prince George's County in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Total Price _____

Offeror must provide a proposed project plan with project milestones and payment milestones which will corroborate the cost items in the financial proposal. The total dollars for each cost item must tie into this proposed project plan milestones.

**APPENDIX H - FINANCIAL PROPOSAL FORM
(TO BE SUBMITTED WITH FINANCIAL PROPOSAL)
(DO NOT SUBMIT WITH TECHNICAL PROPOSAL)**

RFP 012-19

ALTERNATIVE SCHOOL CONSTRUCTION FINANCING ADVISORY SERVICES

Task 1: Action Plan

Independent review of Action Plan to ensure progress and implementation, provide a report with recommendations.

\$ _____

Task 2: Develop a solicitation for P3 partner(s)

Draft RFP or RFQ ready for legal review

\$ _____

Task 3: Assist in Evaluation of Responses to P3 Partner(s) Solicitation

Participate in Evaluation Process provide Analysis of Financial Proposals

\$ _____

Final Task: Assist with Contract Negotiations and Preparation

Provide support during contract negotiations

\$ _____

Total All Inclusive Maximum Price

\$ _____

APPENDIX I - MBE FORM
[Form must be Completed by All Prime Contractors
Containing Prime Contractor Information Only (not subcontractor)]

(Respondent is to also Submit MBE Documents Attachments 1 or 3)

RFP 012-19

Consultant _____ Bid No. _____

Address _____

City, State and Zip _____

Telephone _____ Fax _____ Email _____

FOR MINORITY USE ONLY

LOCALLY BASED MINORITY BUSINESS: PGC MBE____ PGC MWE _____ MD
MBE____ MD MWE_____

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

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

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

APPENDIX J SAMPLE CONTRACT

**PRINCE GEORGES COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT**

SERVICES/CONSULTANT CONTRACT (“Contract”)

BETWEEN

**Prince George’s County Board of Education (“Board”)
Facilities Administration Building
13300 Old Marlboro Pike
Upper Marlboro, Maryland 20772**

AND

(Insert Consultant Name) (“Consultant”)

Whose principal place of business is (Insert Address)

**THIS CONTRACT, dated _____, 20__, is for the performance of _____
beginning _____, 20__ through ending date _____, 20__.**

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. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 132,322 students, 19,000 employees and an annual operating budget of approximately \$2 billion. PGCPs is currently facing acute overcrowding in its schools which requires the rapid construction of a number of schools.

PGCPs is in the process of considering P3 as an alternative delivery method for multiple new or replacement school construction projects such as high school buildings and playing fields, middle schools buildings and playing fields and elementary school buildings and grounds.

WHEREAS, the Prince George’s County Public School System (“PGCPs”) needs the technical assistance of Consultant with regard to providing _____, and;

WHEREAS, the Consultant employs individuals who possess the necessary experience, skills, and talent to assist the Board in providing such services.

NOW, THEREFORE: The parties agree as follows:

I. Term

This contract shall be for a period of performance beginning _____ and, unless sooner terminated as provided in this Contract or extended with the approval of the Board, will end on the earlier of _____ or when the monetary amount of the contract is fully expended, or when the services are no longer needed. No services shall be performed before the Board approves the contract or after it ends.

II. Services

During the term of this contract, Consultant shall provide the services which are set forth in the attached document entitle Scope of Services, which is a part of this contract (Attachment I). Such services are to be provided in coordination with _____.

III. Contract Documents

This contract, together with the Invitation for Bid (IFB _____) or Request for Proposal (RFP- _____) and the Response to IFB- _____ or RFP- _____ constitute the Contract Documents. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:

- A. This contract; then
- B. IFB- _____ or RFP- _____, including any attachments, exhibits, and addenda; then
- C. The Response.

IV. Payment Cycle:

The Board agrees to pay (**Insert Consultant’s Name**), and **Consultant agrees to accept as full compensation for Consultant’s services under this contract**, the approved amount not to exceed \$ _____ for the services described herein during the term of this Contract. The Board shall have no obligation to pay for services performed before the Board approves the Contract or after it ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the Contract. The Board shall have no obligation to pay for services before a purchase order is obtained from the Office of Purchasing and Supply Services.

V. Insurance Requirements (if applicable):

(If the total amount of this Contract is under \$25,000.00, these insurance requirements do not apply)

- A. The Consultant shall procure and keep in force the following required insurance coverage:
 - 1. Worker’s Compensation and Employer’s Liability in the amount required by statutory regulations.
 - 2. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.

3. Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. “Professional Services” for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.

B. The Board, its respective officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Contract.

C. The Consultant’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.

D. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until forty-five (45) days prior written notice has been given to the Board. There will be an exception for non-payment of premium, which is ten (10) days’ notice of cancellation.

E. Insurance is to be placed with insurers with a Best’s rating of no less than A:VII, or, if not rated with Best’s with minimum surpluses the equivalent of Best’s surplus size VII and must be licensed/approved to do business in the State of Maryland.

F. The Consultant shall furnish the Board’s Director of Purchasing with a “Certificate of Insurance” with a copy of the additional insureds endorsement as verification that coverage is in force prior to the commencement of services to be rendered under the terms of this Contract. The Board reserves the right to require complete copies of Insurance policies at any time.

G. Failure to obtain and hold insurance coverage as required or failure to furnish Certificate(s) of Insurance as required, may render this Contract null and void; provided, however, that no act or omission of the Board shall in any way limit, modify, or affect the obligations of Consultant under any provision of this Contract.

Consultant is responsible for insuring all his/her personal property brought onto any PGCPSS premises. The Consultant is also responsible for any damage done to PGCPSS property, of any kind, however caused. PGCPSS will not be responsible for injuries or accidents suffered by the independent Consultant unless caused by our negligence. Nothing in the contract should be construed as a waiver of PGCPSS’S protections under governmental immunity.

VI. General Provisions:

Governing Law

This Contract shall be governed by the laws of the State of Maryland.

Independent Consultant

The Consultant shall not be held or deemed in any way to be an agent, employee, or official officer of PGCPS, but rather an independent Consultant providing service to the PGCPS. The Consultant shall be fully responsible for all acts and omissions of its employees, Subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements.

There shall be no contractual relationship between any Subcontractor or supplier of the Consultant and PGCPS by virtue of this contract. No provision of this contract shall be for the benefit of any party other than PGCPS and the Consultant.

Assignment

Consultant shall give full attention to the faithful execution of this Contract. Consultant shall not subcontract or assign any part of this Contract without the prior written consent of the Board.

Employment.

Within one (1) year following separation from the Board or PGCPS, a former employee, official, or Board member may not assist or represent Consultant other than the Board or PGCPS for compensation in any case, controversy, dispute, contract or other specific matter involving the Board or PGCPS if that case, controversy, dispute, contract, or other specific matter is one in which the former employee, official, or Board member significantly participated as an employee, official or Board member of the Board or PGCPS. Failure to adhere to or comply with this requirement constitutes a material breach in which the Board reserves the right to impose sanctions, up to and including suspension of this Contract, withholding of payment, rescission or termination of this Contract.

Termination

For Convenience. The Board or its designee shall have the right in its absolute discretion to terminate this Contract for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability, upon no less than ten (10) days prior written notice to Consultant. If the Board terminates this Contract for its convenience, then Consultant shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that have been approved by the Board's Contracting Officer. Upon receipt of such notice, the Consultant shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

For Default. If the Consultant fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the Board or its designee may terminate the Contract by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the Board's option, become the Board's property. The Board shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the Board can affirmatively collect damages.

Indemnification

The Consultant shall indemnify, hold harmless and defend PGCPS, the Board, and all administrators, employees, students, volunteers, agents, or servants of PGCPS, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses (including attorney's fees), in a manner caused by, arising from, incidental to, connected with or growing out of their performance of this contract, to the extent that such actions are not caused by the negligence of PGCPS, the Board, or its employees.

Criminal Background Screening

A. General Provisions

- 1) It is the responsibility of the Consultant 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.
- 2) The Consultant 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 correspondences should include the following information as applicable:
 - i. Title of project
 - ii. School/office
 - iii. Solicitation number
 - iv. Contract number; and
 - v. PGCPS representative/project manager
- 3) 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.

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

- 4) Any and all current and future employees of the Consultant 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 Safe Schools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- 5) 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 Safe Schools.

- 6) 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 Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

C. Restrictions on Employee Assignments

Consultant is prohibited from assigning the following persons from working at a PGCPS location:

- 4) Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- 5) 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)
- 6) 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.

Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Board of Education of Prince George's County determines that a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Consultant’s 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 Consultant.

Purchasing, Accounts and Records

- A. If the source funding for this Agreement is the Federal Government, and Consultant is a “Consultant” as defined by § 2 CFR 200.22 or a “subrecipient” as defined by § 2 CFR 200.93 then Consultant shall comply with the most restrictive purchasing method as defined by §§ 2 CFR 200.319, 320 (a)-(d) and 323 in the acquisition of all goods and services, including the retention of Subcontractors. Construction Consultants are required to comply with Davis-Bacon Act (40 U.S.C. 3141-3148) when the contract uses

federal funds. The Davis-Bacon Act has been amended to require payment of wages on a weekly basis (§ 200.328(D)).

All subawards and subcontracts shall clearly identify the subrecipient and the following 13 items that must be listed in the Federal Award Identification and any modification to the award such as substituting a subrecipient: (1) Subrecipient's name; (2) Subrecipient's unique entity identifier; (3) the Federal Award Identification Number (FAIN); (4) Federal Award Date; (5) Subaward Period of Performance Start and End Date; (6) Amount of Federal Funds Obligated by this action; (7) Total Amount of the Federal Funds Obligated to the subrecipient; (8) Total Amount of the Federal Award; (9) Federal award project description, as required to be responsive to FFATA; (10) Name of the awarding agency, pass-through entity, and contact information for awarding official; (11) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement; (12) identification of whether the award is R&D, and (13) Indirect cost rate for the Federal award (including the de minimis rate).

- B. Consultant shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The Board reserves the right to audit and inspect all accounts and records maintained by Consultant in connection with this Agreement.
- C. Public and private nonprofit Consultants are required to comply with the requirements of the 2 Code of Federal Regulations (CFR) 200. The nonprofit Consultant is responsible for having an audit performed in accordance with and when required by 2 Code of Federal Regulations (CFR) 200 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements. The Consultant shall include in its sub-contracts hereunder a pass through of audit and compliance terms as required under for the Consultant under this Agreement. **(Applicable/Not Applicable: Buyer circle one).**

Educational/Medical/Psychological Records

The consultant 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 PGCPs to consultant, including all copies thereof must be used by consultant 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 PGCPs, and can only be done so in accordance with applicable privacy laws. Consultant agrees to return to PGCPs all such information within fifteen (15) days of the expiration of termination of this Agreement; or with the express consent of PGCPs. Consultant may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to PGCPs

in writing that the information has been destroyed.

Protection of Student Records

Consultant 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.

Consultant 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 PGCPs 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:

6. A security policy for employees related to the storage, access, and transportation of data containing Student Records;
7. Reasonable restrictions on access to records containing Student Record information, including access to any locked storage where such records are kept;
8. A process for reviewing policies and security measures at least annually;
9. Creating secure access controls to Student Records, including but not limited to passwords; and
10. Encryption of Student Records that are stored on laptops, portable devices, or being transmitted electronically

Consultant and its Subcontractors or affiliates shall notify PGCPs 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 consultant or Subcontractors or affiliates possess or control have been subject to a Student Records breach. The consultant 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 Consultant or its affiliate’s obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Consultant as a service provider to PGCPs.

Non-Discrimination

Consultant shall not, in its conduct and performance under this Contract, discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, gender, religious creed, ancestry, national origin, age, sex, sexual orientation, sexual identity, disability, or handicap. Consultant shall comply with all state, local, and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Consultant’s noncompliance with this non-discrimination clause or with any such laws, the Board may terminate or suspend this Contract in whole, or in part, and the Consultant may be declared temporarily ineligible for further contracts. The Board reserves the right to impose any and all other legal sanctions and remedies available for violation of this clause.

Professionals

In the event the services to be provided by Consultant must by law be provided by individuals who are licensed and/or certified, Consultant shall only assign individuals to provide services under this Contract who are licensed and/or certified in accordance with the law. Additionally, Consultant shall only assign individuals who have been credentialed by the Consultant to provide the specific professional services required by this Contract. All such individuals assigned by Consultant to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Contract. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Purchasing, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

Entire Agreement

This Contract supersedes all prior oral and written proposals and communications between Consultant and the Board related to Consultant's services to be performed and validly executed Amendments are herein incorporated by reference to this Contract. This Contract may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.

Waiver

No waiver of any breach of any provision of this Contract shall operate as a waiver of such provision of this Contract or as a waiver of subsequent or other breaches of the same or any other provision of this Contract, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.

Withholding Payment

In addition to any other available remedies, if, in the opinion of the Board, the Consultant fails to perform in accordance with the terms of the Contract, the Purchasing Director or a department designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Consultant to be reduced or withheld until such time as the Board determines that the Consultant has met the performance terms as established by the Contract.

Late Submission of Invoices

The parties acknowledge and agree that the Consultant's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Consultant's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument

Interpretation

The Contract shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.

VII. IN WITNESS WHEREOF, the undersigned agree to be bound by the terms and conditions of this Contract.

**For: Consultant Name
Schools
Signature of Consultant**

For: Prince George's County Public

(Signature) (Date)
Authorized Consultant Representative:

(Signature) (Date)
**Authorized PGCPs Representative:
Rob Johnson, Esq., Director
Purchasing & Supply Services**

ATTACHMENT I
SCOPE OF SERVICES

ATTACHMENT II

BUDGET

Payment to Consultant is subject to compliance with the following requirements:

Consultant is only entitled to reimbursement for reasonable and actual expenses and costs which are incurred, in accordance with this Contract. Consultant will only be paid for services actually provided in accordance with this Contract. In no event shall the total amount to be paid to Consultant exceed the total amount stated in this Budget.

Payments by PGcps shall be made to the Consultant, for services rendered by the Consultant at a rate of _____ per hour, including overhead, upon the receipt of the Consultant's properly submitted monthly invoice. Invoices shall be submitted by the 30th of each month to: (Example of what is required). Payment to consultant is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by the Board or its representatives.

Board of Education of Prince George County
Sasser Administration Building
The Accounts Payable Department
14201 School Lane, 1 Floor
Upper Marlboro, MD 20772

An invoice for the services provided by Consultant to PGcps in accordance with this Contract shall reference the Purchase Order(s) released by PGcps to Consultant that reference this Contract