



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

RFP PUR 017-23 ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

ISSUED BY: Purchasing & Supply Services
Attention: Donna Parks

RFP NUMBER: RFP PUR-017-23

RELEASE DATE: April 26, 2023

PRE-PROPOSAL MEETING: May 4, 2023

PROPOSAL DUE DATE: May 24, 2023 @ 11:00 a.m.

DIRECT INQUIRIES TO: Donna Parks: Donna.Parks@pgcps.org
Diane Forde: Diane.Forde@pgcps.org

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: www.pgcps.org or clicking on the following link: <http://www.pgcps.org/purchasing/bidsnew.aspx>
2. Access solicitations on eMaryland Marketplace @ <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhome%2fpage>
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.

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

Questions and inquires 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 Offeror to immediate disqualification.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Request for Proposal (RFP) is soliciting proposals from qualified Offerors in an effort to partner with an Agency for the Establishment of School-based Healthcare Centers (SBHC) to provide preventive and primary health care under the Patient Protection and Affordable Care Act by integrating the SBHC Program into the evolving universal health care reform environment system in Maryland in one or more of the ten (10) Prince George's County Public Schools ("PGCPS") locations.

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 500 square miles, with a residential population of more than 904,430. Prince George's County Public Schools (PGCPS), one of the nation's 20th largest school districts, has 208 schools and centers, has approximately 131,000 students and nearly 22,000 employees and an annual operating budget of \$2.3 billion.

3.0 SCOPE OF SERVICES

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

CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPS

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

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

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 Offeror 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 initial term of this contract shall be **two (2) years**.

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

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The initial term of the contract may be renewed if additional grant funding is obtained.

- A. The Board expects all Offerors 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 contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

3.0 PRE-PROPOSAL MEETING AND SITE VISITS

A pre-proposal meeting is scheduled for **May 4, 2023 @ 11:00 a.m. local time**. The meeting will be held virtually via Zoom. Interested Offerors should return the Appendix K Letter of Intent to Attend the Preproposal Conference included with this solicitation. Zoom call information shall be posted on the PGCPs website 24 hours prior to the pre-proposal conference.

While attendance at the pre-proposal meeting is not mandatory, information obtained at each event is informative. As such, all interested Offerors are highly encouraged to attend the planned events in order to be prepared to present 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: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org in Word format. To be given consideration, the questions shall be received **NO LATER THAN 1:00 p.m., EST.** Please do not submit questions in PDF format. Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on the following portals:

- PGCPs website www.pgcps.org/Purchasing

and

- State of Maryland website <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Questions Due: May 8, 2023 @ 1:00 pm

Addendum Posted: May 11, 2023 (estimated date only)

5.0 POINT OF CONTACT

Donna Parks
Diane Forde, Purchasing Clerk
Purchasing Office
Purchasing Office
E-mail: Donna.Parks@pgcps.org
Diane.Forde@pgcps.org

*TECHNICAL CONTACT

Dr. Traci Jones
School Health Office
(Do Not Contact the School Health Office)

NOTE: To ensure that all email communications are properly received and tracked, it is the responsibility of the Offeror to ensure questions are submitted to all Purchasing Points of Contact noted for the Purchasing Office. Failure to communicate properly may result in your inquiries not being properly addressed.

***DO NOT CONTACT THE TECHNICAL POINT OF CONTACT OR THE TECHNICAL PROGRAM OFFICE REGARDING THIS SOLICITATION. ALL COMMUNICATIONS MUST BE MADE WITH THE PURCHASING OFFICE ONLY.**

6.0 CONTRACT FACILITATOR/THE BOARD SUPERVISION

The Contractor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring contractor'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 contractor 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 Rate/Requirements contract. Offerors are encouraged to partner with local contractors or firms if they don't meet all the required expertise or MBE requirements.

8.0 PAYMENT TERMS

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

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

9.0 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> and the Board's Purchasing Department website @ <https://www.pgcps.org/purchasing/bids.aspx>. All addenda, amendments or changes issued shall be deemed received by Offeror(s) provided they are posted to eMaryland Marketplace Advantage or the Board Purchasing Department website. Failure of any Offeror(s) to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror(s) 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:

Electronically via eMaryland Marketplace Advantage:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

No later than May 24, 2023, at 11:00 a.m. EST.

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 after issuance of Notice of Award.

12.0 DURATION OF OFFER

A proposal submitted in response to this solicitation is binding upon the Offeror(s) 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:

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

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.

- A. The Board of Education of Prince George's County Administrative Procedure No. 3325 is applicable and will be part of the Bid Requirements. Forms to be used by all offerors for the applicable procedure will be attached to each response. The "Minority Business Enterprise Utilization Affidavit," MUST BE SUBMITTED AT THE TIME OF BID OPENING. Failure to adhere to the guidelines outlined in this procedure, may result in your firm being ruled non-responsive and may jeopardize any future awards.
- B. The contractor or supplier who provides materials, supplies, equipment, service and construction for this project shall attempt to achieve the minimum overall **MBE goal of 15%** of the total dollar value of the contract for this project from certified minority business enterprises (MBE), either directly or indirectly. The Offeror agrees that this amount of the contract will be performed by certified minority business enterprises.
- C. Only those businesses registered in the Purchasing. I Supplier database and listed in the Minority Business Enterprise Office directory for the Board of Education of Prince George's County as a certified minority vendor at the time of any respective proposal opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government (SDDD) and/or Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective proposal opening.
- D. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women owned business within the geographical boundaries of Prince George's County. The Offeror 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 proposal or proposal packet on the date and at the time due for the respective proposal or proposal submittal. Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

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 Contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The contractor must also use the MBE's services to perform the contract. In addition, the contractor may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Contractor 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 Advantage

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> is the primary site for the Board to transmit solicitations over \$25,000. This website also serves to publish any addenda, associated materials, Offeror(s) questions and The Board' responses and other solicitation related information.

Notices of solicitations are also posted on our website

<https://www.pgcps.org/purchasing/bids.aspx> 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 Advantage (eMMA).

All Offeror(s) are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

15.0 INSURANCE

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

15.1 CYBER LIABILITY INSURANCE (Applicable)

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

16.0 LIQUIDATED DAMAGES

In the event the Award Offeror(s) fails to deliver the goods or services of the contract in accordance with the specifications, PGCPs 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 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

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

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

17.1 RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

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

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

17.2 VENDOR RESPONSIBILITIES

- A. The Offeror agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project

- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

Compliance with Laws

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

Educational/Medical/Psychological Records

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

Any confidential information provided by THE BOARD to Offeror(s), including all copies thereof must be used by Offeror(s) 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(s) 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(s) may destroy such information within fifteen (15) days of termination or expiration of this Agreement, certifying to THE BOARD in writing that the information has been destroyed.

Protection of Student Records

Offeror(s) 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(s) 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(s) 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(s) or subcontractors or affiliates possess or control have been

subject to a Student Records breach. The Offeror(s) 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(s) or its affiliate's obligations pursuant to HIPAA, FERPA, or the provisions of this Agreement concerning the obligations of the Offeror(s) as a service provider to THE BOARD.

18.0 LEGAL COMPLIANCE

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

18.1 EPA COMPLIANCE

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

19.0 BONDING (Not Applicable)

Offerors may 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 21.06.07.10)

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 Offeror may 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 amount over or under \$1000

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 Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear

no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

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

21.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

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

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

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

22.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)

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

PART III: PROPOSAL FORMAT

1.0 GENERAL FORMAT – THREE (3) - PART SUBMISSION

- 1.1 Submission of proposals is via eMarylandMarketPlaceAdvantage (eMMA) electronic portal. Only proposals that are submitted via eMMA by the date and time will be utilized during the evaluation process. Submission shall be via:

Electronically via eMaryland Marketplace Advantage:

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Proposal Submission Date: May 24, 2023, at 11:00 a.m. EST.

It is the Offeror's responsibility to submit their proposals on time via the electronic portal. It is also the Offeror's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, as confirmation of Offeror's proposal submission via eMMA, all Offerors must provide a copy of the proposal upload acknowledgment generated by eMMA.

The eMMA acknowledgment must be provided to PGCPs not later than the due date of the proposal submission. The eMMA acknowledgment shall be sent to:

Donna.Parks@pgcps.org

Diane.Forde@pgcps.org

In the event of upload failures, PGCPs will not be responsible for any technical failures relating to the proposal upload without the vendor submitting the eMMA proof of upload in accordance with the requirements as detailed above.

Any questions regarding how to submit proposals via the electronic portal shall be directed to eMMA.

- 1.2 Offeror(s) shall submit in **separately sealed envelopes, labeled and formatted as followed:**

- Volume I - Technical Proposal
- Volume II - Financial proposal (Attachment A must be included here)
- Volume III - Minority Business Enterprise and Women's Business Enterprise (MBE) Commitment Utilization

Note: Volume III – MBE Proposal (3325 Utilization Form) shall be uploaded as a separate document in the eMMA portal "Technical Proposal Envelope"

2.0 VOLUME I: TECHNICAL PROPOSAL FORMAT

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(s) 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(s) 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 that the Offeror(s) understands 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.

TAB B. TABLE OF CONTENTS

A Table of Contents shall be included in the proposal.

TAB C. EXPERIENCE AND CAPABILITIES

Offeror(s) shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. See Part IV, Section ELIGIBILITY AND QUALIFICATIONS

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Offeror(s) shall include in its proposal, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the Offeror(s) has not had its financial statements audited by an independent accounting firm, the Offeror(s) 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(s) 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(s) shall submit a State of Maryland Certificate of Good Standing or other filing verifying the Offeror(s) 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 Offerors (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.

Note: It is important that PGPCS conduct a financial responsibility check for all participants on this solicitation. As such, all Offeror's are required to comply with the submission of the appropriate financial responsibility documentation as detailed in this section. This requirement will not be waived. All Offerors are required to submit this documentation with their proposal. If the Offeror does not comply with this requirement, the Offeror may be declared non-responsible and will not move forward in the evaluation process.

Further, PGPCS will not accept an electronic link to financial statements. All financial statements or financial documentation shall be provided with the Technical Proposal at the time of proposal submission.

TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF WORK

The Offeror shall address each major requirement of Part IV (Scope of Work). See Section 7.0 Organization of Technical Response for additional information regarding proposal organization.

TAB F. TECHNICAL FORMS FOR SUBMISSIONS

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. Certificate of Insurance (Appendix G)
8. Completed MBE Form (Appendix I)
9. Completed Letter of Intent to Attend Preproposal Conference (Appendix J)
10. State of Maryland Tax Certification (Appendix K)
11. Certification of Compliance (Appendix L)
12. Vendor Conflict of Interest Disclosure Form (Appendix M)
13. Letter of Intent to Apply (Appendix N)
14. MBE Utilization Form (Notarized)
15. Surety Confirmation of Insurance

NOTE: Offerors cannot change/delete any portion of the language on the forms nor re-format the forms indicated in Tab F. Offerors that alter forms provided by PGPCS may be declared non-responsive.

3.0 VOLUME II: FINANCIAL PROPOSAL

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. Shall be submitted as an Excel document.

4.0 VOLUME III: MINORITY BUSINESS ENTERPRISE (MBE)

- A.** An MBE goal of 15% for services and/or goods has been established for the contract(s) issued as a result from this solicitation.
- B.** Offerors shall include all documents as required in the Administrative Procedures 3325.

- C. Any Offeror who will not comply with the MBE Participation may be declared non-responsive.
- D. Offeror shall complete the MBE Commitment Utilization Form and submit it with Volume III MBE Proposal.

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

PART IV: SCOPE OF WORK

1.0 INTRODUCTION

The Board of Education of Prince George's County ("the Board") is soliciting this RFP in an effort to partner with an Offeror(s) for the Establishment of School-based Health Centers (SBHC) to provide preventive and primary health care services under the Patient Protection and Affordable Care Act by integrating the SBHC Program into the evolving universal health care reform environment system in Maryland in one or more of ten (10) Prince George's County Public Schools ("PGCPS") locations which include:

- Drew Freeman Middle School 7001 Belz Drive, Forestville, MD 20747
- Kenmoor Middle School, 2500 Kenmoor Drive, Landover, MD 20747
- Colin Powell Academy, 12200 Fort Washington Road, Fort Washington, MD 20744
- Sonia Sotomayor, 9000 25^t Avenue, Adelphi, MD 20783
- Hyattsville Middle School, 6001 42nd Avenue, Hyattsville, MD 20781
- Walker Mill Middle School, 800 Karen Boulevard, Capitol Heights, MD 20743
- Bladensburg High School, 4200 58th Avenue, Bladensburg, MD 20743
- Northwestern High School, 7000 Adelphi Road, Hyattsville, MD 20782
- Oxon Hill High School, 6701 Leyte Drive, Oxon Hill, MD 20745
- Fairmont Heights High School, 6501 Columbia Park Road, Landover, MD 20785

Information regarding individual schools may be found on the Prince George's County Public Schools website. Note: School addresses may change due to mandatory school relocations.

In order to establish the SBHC services, the School Board intends to apply for funding from the Maryland Department of Health (MDH). As part of the application process, PGCPS must have the Offeror, its processes, as well as the site approved by the MDH. The Offeror(s) selected via this RFP process will be named in the PGCPS application submitted for this potential contract. Once the application is approved, PGCPS will contract services with the Offeror(s) selected for award via this solicitation process.

Throughout the term of any contract entered into pursuant to this RFP, including any extensions thereof, PGCPS retains full authority to make and implement all decisions affecting student or staff health care while utilizing the professional services of the successful Offeror(s) under this RFPQ. The successful Offeror(s) will be responsible for ensuring that any individual(s) performing services on their behalf under any contract entered into pursuant to this RFP fully complies with the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").

2.0 BACKGROUND

Prince George's County Public Schools (PGCPS) is the second largest school system in the state of Maryland with a diverse and growing population of more than 135,000 students in grades pre-kindergarten through twelfth. PGCPS serves students across an area of nearly 500 square miles ranging from urban neighborhoods bordering the District of Columbia to suburban developments and rural farming communities. PGCPS operates 206 schools and offers a wide array of specialized education programs to meet the needs and interests of students throughout the County.

3.0 SCOPE OF WORK

The County is seeking to maximize the opportunities to provide preventive and primary health care under the Patient Protection and Affordable Care Act by integrating the SBHC Program into the evolving universal health care reform environment system in Maryland. This includes utilizing an Electronic Health Records (EHR) system; expanding primary health care services (well child and related preventive health care) to all SBHC students including those who are enrolled in the State's Medical Assistance program called Maryland Children's Health Program (MCHP), and HealthChoice; as well as extending outreach to support the expansion of health care benefits to the child-adolescent population served by the SBHC Program. Contract(s) resulting from this RFP will provide services at SBHCs.

The Board of Education reserves the option to award multiple contracts from this RFP as necessary to meet the school district's needs as specified in this RFP. The Board also reserves the right to add additional schools and/or services should additional funding become available during the contracted period of this contract.

3.1 Agency Responsibilities and Requirements

3.1.1 The Offeror must provide comprehensive primary health care services at designated SBHC(s) to the following target populations:

1.1.1.1 All students enrolled in the SBHC Program include the uninsured, Medical Assistance recipients, participants of Maryland Children's Health Program (MCHP), foster children that may need an exam before they are assigned to a medical home and given Medicaid, and any enrolled students that are holders of private health insurance. Services may include well-child examinations, physicals, sports examinations, immunizations, sick care, referrals, health and nutrition education, pregnancy prevention, STI screening/treatment, as well as follow up services.

1.1.1.2 Enrolled students that have private insurance must be provided with immunizations, sick care and follow up services as indicated.

1.1.1.3 State Medical Assistance and Health Choice enrollees in accordance with Code of Maryland Regulations (COMAR) and County policies.

3.1.2 The Offeror must provide SBHC services in collaboration with other professionals related to health and wellness of students to include the following:

1. Collaboration with the School Nurse, on-site providers of behavioral and mental health services, social services, youth development, educational health and prevention services, PGCPs staff, including counselors, other Department of Health and Human Services staff and public/private personnel in support of best health outcomes for students.

2. Participation in monthly or more frequent interdisciplinary SBHC case management meetings, as may be determined by the County or BOE, to facilitate coordination of services.

3. Collaboration with other service providers to refer students and their siblings to appropriate follow up care. The SBHC providers are integral partners in a system of care for the uninsured, increasing access and quality of care and enhancing partnerships to improve health and educational outcomes.

- 3.1.3 The Offeror, within the allotted work hours, is responsible for all aspects related to provision of the SBHC Program clinic service to include electronic health record documentation, coding and billing, medication administration, drawing blood, and administering injections. It is required that individual practitioners must work with enrollees at an average rate of 30 minutes per enrollee for a sick care visit; 15 minutes per enrollee for a follow-up visit; 30 minutes per enrollee for a sports physical; and 60 minutes per enrollee for a full complete physical examination. It is anticipated that the Nurse Practitioner will have a minimum of five to seven patients per visit/day.
- 3.1.4 The Offeror must ensure the following staffing and additional services are available pertinent to delivery of medical services:
1. Nurse Practitioner(s) or Physician Assistant(s) licensed to provide primary health care services in the State of Maryland in collaboration with a Physician(s)/Pediatrician(s). One full-time Nurse Practitioner or Physician Assistant will be required at each SBHC.
 2. Certified Medical Assistant (CMA) licensed to provide health services in the State of Maryland. One full-time CMA will be required at each SBHC. The CMA will provide the following health care services:
 - a. Delegated health services that include, but are not limited to, the taking of vital signs, measuring of height and weight, hearing and vision screenings, drawing of blood, collecting and processing of specimens for selected tests including dipstick and microscopic urinalysis, rapid streptococcal testing, as well as the administration of immunizations and assistance to nurses and health care providers as needed.
 - b. Entering and/or scanning health information into the EHR System of all aspects related to delegated health care services to include, but not be limited to, scheduling, appointment reminders, check in and check out of clients, demographics, insurance information, calling clients and entering clinic services provided.
 3. Licensed Practical Nurse (LPN) licensed to provide health services in the State of Maryland. Graduation from an accredited school of practical nursing with a Licensed Practical Nursing (LPN). Two years of experience in a healthcare setting. Pediatric nursing experience (preferred). One full-time LPN is required at each SBHC.
 4. Secretary will provide administrative services such as scheduling of appointments and answering telephone. High school graduate with some experience in clerical work with business school training highly desirable; or any equivalent combination of experience and training, which provides the required knowledge, skills and abilities. One full time secretary is required at each SBHC.
 5. Social Worker licensed to provide social work services in the State of Maryland to provide supportive services to patients and their family. Graduation from an accredited college or university with a master's degree in Social Work required with minimum of three (3) years of satisfactory experience or two (2) years of related experience. One full-time Social Worker to be shared with other contracted locations with the contracted Offeror.
 7. Nutritionist to provide health and nutrition counseling to patients and their family. Bachelor's degree required in Nutrition or a related field required with appropriate

courses in Dietetics, Nutrition and three (3) years of experience or any equivalent combination of experience and training which provides the required knowledge, skills and abilities necessary to perform effectively. One full-time Nutritionist can be shared with other contracted locations with the contracted Offeror.

8. The Offeror shall also be required to use interpretation services for appointments. Health care center nurse or other staff shall not be used to interpret.

3.1.5 The Offeror must provide outpatient primary health care services to program-enrolled students and their uninsured siblings, enrolled uninsured children, enrolled Medical Assistance recipients and participants of Maryland Children's Health Program (MCHP), students with private health insurance, Health Choice recipients, and foster children which may include the following:

1. Well care/primary care services according to the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) Guidelines and utilizing best practices such as the American Medical Association's *Guidelines for Adolescent Preventive Services (GAPS)* or the American Academy of Pediatrics *Bright Futures*;
2. Sick care and prevention services during hours of operation;
3. Treatment of minor injuries;
4. Health management of children who have chronic health care and/or special health care needs such as asthma, diabetes, obesity, etc.;
5. Case management activities in collaboration with the school nurse;
6. Referral of children enrolled in Health Choice as needed, by the NP(s)/ Physician Assistant(s)/Physician(s), to the primary health care provider for other services as clinically appropriate;
7. Provision of electronic medical records system to provide prescriptions for medication(s) by the NP/Physician Assistant/Physician for the treatment of acute and chronic illnesses and conditions;
8. Preparation and dispensing by the NP/Physician Assistant/Physician of stock medication available at the SBHC sites must follow all Federal, State, and local laws for dispensing medication, including proper labeling, documentation, and dispensing of prescription medication; and
9. Provision of on-site laboratory test services, including hemoglobin, quick strep, dipstick urinalysis, and wet mounts (and other Provider Performed Microscopy at the SBHC) under the Clinical Laboratory Improvement Amendments (CLIA) program and collection of biological cultures and blood for assays to be sent to the Maryland Department of Health, Laboratories Administration or private laboratory under a contract with the County. All other laboratory work must be sent to the private laboratory under contract with the Offeror to provide laboratory services.

3.1.6 The Offeror(s) must identify a SBHC Medical Director and Laboratory Director to assist the School Board with coordination of SBHC procedural, clinical and laboratory policies and procedures, to ensure compliance with State and Federal laws. This service is provided at no additional cost to the School Board.

3.1.7 The Offeror must accurately complete the SBHC Encounter Data within the EHR (Electronic Health Record) for each client seen at the SBHC sites, to include timely comprehensive and timely coding, billing and reporting, according to County, State and Federal requirements.

3.2 Training

3.2.1 The Offeror must have a clinical orientation/training process in place for new SBHC providers, including venipuncture and administration of immunizations.

3.2.2 The Nurse Practitioners should demonstrate a willingness to take Nurse Practitioner students for practicums at the SBHCs.

4.0 Work Schedule

The Offeror must provide, at a minimum, the following schedule of health care services:

- 4.1 Direct health care services provided by the Nurse Practitioner (via in person or telehealth), thirty-five (35) to forty (40) hours per week, five (5) school days per week, during the school year through scheduled appointments and walk-ins as school schedule allows and funding permits. This includes three (3) additional in-kind clinic hours of direct services annually above the 35-40 hours per week. In-kind hours are provided at no additional charge to the BOE and may include but are not limited to annual health fairs, after hour meetings, work groups, clubs, or presentations, etc. To meet the BOE's objectives, ninety percent (90%) of services must be available during school hours over the five (5) school days each week. A monthly schedule of hours and days to be worked at the SBHC site(s) must be presented to the BOE/designee by no later than the first business day of the preceding month.
- 4.2 Supportive health care services provided (via in person or telehealth), thirty-five (35) hours per week, five (5) school days per week, by a Certified Medical Assistant, under the delegation of a licensed physician/Nurse Practitioner, during the school year as school schedule allows and funding permits. To meet the BOE's objectives, ninety percent (90%) of services must be available during school hours over the five (5) school days each week. A monthly schedule of hours and days to be worked at the SBHC site(s) must be presented to the BOE/designee by no later than the first business day of the preceding month.
- 4.3 The Offeror's schedule for provision of services must correspond with the individual school's calendar. See attached SY 2023/24. Sick care service for any uninsured clients during Winter and Spring breaks will be provided. Insured clients will be referred back to their primary care provider during the Summer, Winter and Spring breaks. If individual schools are closed during the school day for reasons other than weather the SBHCs will remain open but may have modified staffing and/or support from OSH staff.
- 4.4 Evening hours will be provided at the SBHC to provide health services by a Nurse Practitioner for the program's Medicaid or uninsured clients. This should include having a SBHC site being open (northern, central and southern).
- 4.5 In the event of staff absences, Offeror shall have in place a contingency plan to provide uninterrupted health care services during the entire timeframe in which the centers are open. The contingency plan shall be included with the proposal submission.

5.0 OFFEROR COMPLIANCE REQUIREMENTS

- 5.1 The Offeror must provide services according to standards of professional practice, and applicable Federal, State, and local laws. In addition, the Offeror must abide by laws established by Federal, State, and local laws.
- 5.2 The Offeror must refer children who present with medical conditions that are beyond the scope of the resulting contract, to a specialty care provider or to a hospital emergency room as clinically appropriate for further evaluation and/or treatment of their medical conditions.
- 5.3 The Offeror must coordinate the provision of health care with each student's primary health care provider (if the student has a primary health care provider) to ensure appropriate medical case management and continuity of care, and to ensure proper insurance billing and reimbursement.
- 5.4 The Offeror's representative(s), and its health staff working on-site, must provide an average of at least three (3) additional hours annually (of "in kind" services) participating in a health fair, meeting with members of the multi-disciplinary school-based health and wellness center team or public/private health and human service and education partners, attending a school community advisory group and/or Parent Teacher Student Association (PTSA) meeting to collaborate, consult, plan, or evaluate with the SBHC at no additional cost to the County. These activities may include health promotion and prevention activities, student and or parent support groups or other services approved by the County.
- 5.5 The Offeror must provide appropriate and comprehensive documentation in accordance with SBHC and School Health Services program guidelines found in the School Health Services Policy and Procedure Manual and the School-based Health Center Policy and Procedure Manual (available upon request), including completion and submission of encounter, process and outcome data as required by the Program and to fulfill the Board's Outcome Measures, Federal, State or other local requirements, or official requests for information.
- 5.6 The Offeror must comply with the Board's Fingerprinting and Background Clearance policy requirements for **all** staff, subcontractors and volunteers serving students. Any and all staff, subcontractors and volunteers having contact with children must be appropriately screened prior to providing services to children. See Section 17.0 of the RFP, as well as Administrative Procedures 4215 for additional information.
- 5.7 The Offeror must comply with the Board's Safe Schools Training for **all** staff, subcontractors and volunteers serving students. Any and **all** staff, subcontractors and volunteers having contact with children must be appropriately screened prior to providing services to children. See Section 17.0 of the RFP, as well as Administrative Procedures 4215 for additional information.
- 5.8 The Offeror must provide the School Health Office current copies of each practitioner's professional licenses and certifications, and any other required information necessary for the position, and submit a replacement copy as each is renewed.
- 5.9 The Offeror must complete ePrep (Maryland Medicaid's new electronic Provider Revalidation and Enrollment Portal (ePREP)). ePREP is the one-stop shop for provider enrollment, re-enrollment, revalidation, information updates and demographic changes. The contractor must also join any Managed Care Organizations (MCO) and private insurance provider panels to enhance client health services and School-based Health Care revenue stream, if needed.

- 5.10 The Offeror must sign and comply with all Federal, State, and local laws and regulations governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).
- 5.11 The Offeror must provide the services required under the resulting contract in accordance with professional practice standards and other Federal, State, and local requirements including:
 - 5.11.1 Maryland Board of Nursing and the Nurse Practice Act, Maryland Board of Physicians and Board of Physician Quality Assurance, Maryland Board of Pharmacy; including laws and regulations for dispensing prescription medication.
 - 5.11.2 The Criteria for a Free-Standing Clinic set forth in COMAR 10.09.08.03.
 - 5.11.3 The Maryland Medicaid Managed Care Regulations for School-based Health Centers, COMAR 10.09.68.
 - 5.11.4 The Maryland State Department of Education *Maryland School-based Health Center Standards*:
 - 5.11.5 The General Conditions of Participation for Medical Assistance Provider in COMAR 10.09.36.03.
 - 5.11.6 The Maryland Occupational Safety & Health's Bloodborne Pathogens Exposure Control Plan.
 - 5.11.7 Any Federal or State laws regarding patient confidentiality.
 - 5.11.8 The County's on-line HIPAA and security training once hired.
- 5.12 To ensure security of confidential information at all times, at no time shall Offeror employees transport or access medical records or other sensitive information from a home or remote site?

6.0 RESPONSIBILITY AND CONTROL OF WORK

The Offeror will be responsible for all damage caused by its employees or its equipment to the School's property, grounds, equipment, or buildings. The Offeror will also be responsible for all injuries to persons caused by its staff, equipment or vehicles. The Offeror must be knowledgeable about and abide by all provisions of legislative enactments, State statute and local regulations in regard to safety.

7.0 MEDICAL AND HAZARDOUS WASTE

The Offeror shall be responsible for medical, special and infectious waste removal and the maintenance and storage thereof pending removal, all in accordance with all applicable laws, regulations and orders.

8.0 STORAGE OF PHARMACEUTICALS

The Offeror shall be responsible for the proper and safe storage of pharmaceutical drugs on premises, consistent with rules, regulations and requirements of the DEA, the Maryland State Board of Pharmacy, the Maryland Board of Medical Examiners, and the Maryland Board of Nursing.

Billing and Collection The Proposer shall be responsible for billing third-party payors and insurance companies and receive any fees or charges for the professional services furnished to students and staff.

9.0 TRANSITION/IMPLEMENTATION PLAN

PGCPS intends for Offeror(s) to commence providing healthcare services January 2, 2024. The Offeror must have all staff, equipment, and procedures in place prior to this date. Any Offeror already providing SBHC services in Maryland must assure their ability to increase their operational capacity. Agencies not currently providing services in Maryland must outline their plans to set up operations in Prince George's County Public Schools. The plan shall include milestones and durations for each task to be completed to successfully implement the proposed solution in accordance with the anticipated start date of the healthcare services. A final schedule of these tasks will be mutually agreed upon after an Offeror is selected.

10.0 PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

Consistent with Maryland State Government Article, Title 10, Subtitle 13, entitled "Protection of Personal Information by Government Agencies," any contract under which the Offeror is to perform services and PGCPS may disclose to the Offeror personal information about an individual, the Offeror must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Offeror Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

For additional information regarding the protection of personally identifiable information, please see this RFP, Part II, Section 22.0.

11.0 DATA BREACHES

11.1 Security and Data Breaches

- 11.1.1 Offeror shall ensure that it has a superior cyber security program in place to protect the school district's confidential data from unauthorized access and prevent intentional and unintentional data losses and breaches. Offeror shall provide with its proposal.
- 11.1.2 Offeror shall provide demonstrated evidence with its proposal of a robust backup/recovery and archival strategy for the school district's structured and unstructured data, protecting the district data from logical errors and malicious attacks.
- 11.1.3 PGCPS expects its confidential information to be maintained at all times. In the event of data losses or breaches ("Security Incident"), the Offeror must be fully transparent and cooperative with PGCPS to remedy the security incident. Specifically, the Offeror must do the following:
 1. Notify the PGCPS representative within twenty-four (24) hours of a security incident.
 2. Provide specific details regarding the Security Incident, including the following:
 - a. Date of the incident,
 - b. Circumstance of the data loss/breach,
 - c. Results of any forensic cyber security investigations conducted to determine the source of the breach and whether any data was disclosed, disseminated, released, or acquired illegally by a third-party
 3. Provide to PGCPS any requested cyber liability insurance Certificates of Insurance or policies upon request.

4. Cooperate with PGCPs with regard to any investigation PGCPs initiates as a result of the Security Incident.

12.0 INSURANCE REQUIREMENTS

Offeror shall be required to obtain and maintain during the entire contracted period a minimum the following insurances:

- 12.1 Cyber Liability Insurance in accordance with Section II, Item No. 17 of this RFP.
- 12.2 Liability/Medical Malpractice Insurance shall be maintained in accordance with the following: \$1,000,000 per occurrence; \$3,000,000 general aggregate. Offeror shall provide letter from surety confirming its ability to provide medical malpractice insurance to the Offeror at the time the proposal is submitted.
- 12.3 Certificate of Liability Insurance. See Appendix G of this RFP

Offeror shall provide proof of coverage or letter from its surety confirming its ability to provide the above insurance requirements at the time the proposal is submitted. The confirmation letter shall be on the surety's letterhead. Should Offeror be selected to provide healthcare care services under this RFP, the Offeror shall provide proof of coverage upon receipt of the Letter of Intent to Award.

13.0 BOARD OF EDUCATION RESPONSIBILITIES

The BOE of Prince George's County will provide a furnished SBHC facility containing basic office furniture (desks, chairs, exam table), restrooms, cabinetry, pass through for laboratory specimens, utilities, information systems support (Internet), and telephone service for each center. Offerors will be expected to provide all medical equipment, medical supplies, office supplies, and office equipment (including copiers, computers, etc.).

The BOE will identify and determine eligibility of children for MCHP and Medical Assistance programs. The school district reserves the right to bill third party insurers for the services rendered by the SBHC and to receive all revenues from patient fees, donations and third-party payments for services rendered by the SBHC Program. No additional fees or co-pays may be charged by the Offeror for services delivered at the SBHC.

14.0 REPORTING REQUIREMENTS

- 14.1 All SBHC records are the property of Prince George's County Public Schools. SBHC providers shall have access to these records while on-site at the SBHC.
- 14.2 SBHC providers must document in the electronic health record (EHR) regarding the somatic services he/she provided to clients. Entries submitted in the EHR for each client served must include at least one CPT code and one or more ICD-10 or subsequent versions, DSM, or related codes carried out to the 4th or 5th digit if applicable.
- 14.3 SBHC providers are responsible for documentation in the EHR, the electronic health record or when necessary, written documentation, utilized by the BOE, in accordance with standard practice governed by County, State, and Federal laws and regulations regarding confidentiality.
- 14.4 Documentation of services provided must be completed at the time of the visit to ensure quality and completeness of documentation. EHR are locked within 3 calendar days after client visits.
- 14.5 Contractor must report quarterly and annually data metrics identified by the BOE.

15.0 PERFORMANCE MEASURES/OUTCOMES

- 15.1 The Provider of SBHC services, in collaboration with the School Nurse, must ensure that at least 90% of all MCHIP, Medicaid and uninsured clients assigned to the SBHC Program have completed an annual physical exam.
- 15.2 The Contractor must conduct a Customer Satisfaction Survey (available in English or Spanish) each year with their MCHIP, Medicaid and uninsured clients and submit the results to the SchoolB Board.

16.0 OFFEROR ELIGIBILITY AND QUALIFICATIONS

The Offeror must also possess the following qualifications and experience:

- 16.1 It is preferred that Offerors/Agencies have a minimum of five (5) years of experience providing all services as outlined in the RFP.
- 16.2 It is preferred that primary health care providers must have experience providing services to all school-age groups (pediatric, preschool through high school and including CREA students through age 21). The provider of service must also have experience providing primary health care with focus on prevention of health conditions and risk behaviors including those applicable for adolescents.
- 16.3 Membership in the Maryland Assembly on School-based Health Care (MASBHC). The Offeror as a member will participate in MASBHC sponsored conferences and events to promote school-based health and wellness services.
- 16.4 Certification in Early Periodic Screening, Diagnosis, and Treatment (EPSDT), as per the Maryland Department of Health guidelines.
- 16.5 Affiliation/Membership on provider panels of managed care organizations and private insurers. (This will facilitate the BOE's capacity to capture reimbursements, enhance services and increase resources for the SBHCs.)
- 16.6 Offeror must be licensed as a Federal Qualified Healthcare Center, medical facility or a licensed practitioner.
- 16.7 It is preferred that Offeror have previous experience as a clinical sponsor for a SBHC.

17.0 RFP SCHEDULE AND CONTRACT IMPLEMENTATION TIME FRAME

The following is a list of key dates associated with this Request for Proposal, including the due date for submission of proposals:

Event	Date
RFP Released	April 26, 2023
Pre-Proposal Conference	May 4, 2023, @ 11:00 a.m.
Questions Due Date	May 8, 2023, @ 1:00 p.m.
Addendum Posting of Responses to Questions	May 10, 2023 (approximate date)

Proposals Due Date	May 19, 2023 @ at 2:00 pm
Evaluation of Proposals	May 2023
Board Approval	June 2023
Letter of Intent to Award	June 2023
Anticipated Submission of Grant to MDH	July/August 2023
Anticipated Notice of MDH Approval	October 2023
Contract Award to SBHC Approved Offeror(s)	October/November 2023
Contracted Healthcare Services to Commence	January 2, 2024

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

18.0 TECHNICAL PROPOSAL RESPONSE

Offerors shall provide a proposal response for the that includes the following demonstrated criteria:

- 18.1 **Technical Approach:** Responses should detail the Offeror’s methodology for providing the health care services outlined in the Part IV Scope of Work RFP. Offeror’s response shall include all processes for providing health care services in accordance with all laws and Maryland State policies. Offeror shall fully demonstrate how it intends to implement the health care services, plan to successfully recruit staff, plan to provide all medical supplies and equipment required to support health care services. See Part IV, Section 9.0 Implementation/Transition Plan for additional information. Offeror shall provide a quality contingency plan that addresses the provision of uninterrupted healthcare services.
- 18.2 **Company Experience:** Responses must include a statement of qualifications that demonstrates Offeror met the qualifications and eligibility requirements as detailed in Part IV, Section 16.0. In addition, responses shall include demonstrated experience in conducting school-based health care services. Offeror shall provide a description of the firm and its history. The response should specifically indicate the firm's current and historical expertise in providing all aspects of health care services (school-based health care services preferred) as outlined in Part IV of the RFP.
- 18.3 **Past Performance/References:** This section shall provide information on past projects in which similar health care services (school-based health care services preferred) were provided to clients in the past five (5) years. For each reference, provide the customer name, contact name title, telephone number, email address contract dates and description of scope of work delivered. Information can be provided via Appendix C.
- 18.4 **Capacity:** Offerors shall indicate how many school-based health care facilities they can successfully support at one (1) time. Offerors shall also demonstrate ability to provide adequate staffing, back up staffing, and provide appropriate referrals/resources. Ability to provide necessary equipment and supplies for day-to-day operation.
- 18.5 **Fiscal Integrity/Financial Responsibility:** Responses shall include documentation of fiscal Integrity/Financial Responsibility as detailed in Part III, Section Tab D. Offerors that do not provide this information will not be evaluated and will not be eligible for a contract award.

18.6 MBE Subcontracting Plan: Responses shall indicate its MBE status or plan to subcontract a portion of the work to a certified MBE. MBE Goal is: 15% Note: Certified MBE Offerors may self-perform the potential contracts with no requirement to subcontract work to another MBE.

19.0 ORGANIZATION OF THE TECHNICAL RESPONSE

Offerors shall provide a point-by-point Technical Response. The Offeror's Technical Response to this RFP shall be organized in the format indicated in the RFP. Further, the Technical Response shall follow the same order as the information presented in the RFP, Part IV.

Offeror shall prepare and present proposal in such a way as to provide a straightforward description of Offeror's response experience and capabilities, technical approach, capabilities, experience, qualifications, past performance and references to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance with the RFP instructions, quality responsiveness to the RFP requirements, and completeness and clarity of content.

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

Required documentation shall be provided in each section/tab. The Offeror(s) Table of Contents shall include reference to the page number(s) in the Proposal where such evidence can be found. Offerors shall submit quality proposals that fully address all aspects of the scope of Work including the following:

20.0 FINANCIAL PROPOSAL

Offerors shall submit all costs in a separately sealed envelope. Offerors shall complete Appendix H Financial Proposal Form. Appendix H shall be submitted in a separately sealed envelope. Please do not include any pricing in the Offeror's Technical Proposal.

Pricing must be inclusive of all Offeror's staff costs, administrative support costs, fringe benefits, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, items consumed, utilized, and/or required by Offeror's staff or subcontractor's staff.

Unless otherwise specified, all hardware and software, audio and video materials deemed necessary by the Offeror shall be included in the proposed costs.

Items or costs required to provide the services and deliverables as proposed, but not identified in the Offeror's pricing proposal will be the sole responsibility of the Offeror.

The Board of Education expects Offerors to offer a complete, viable solution. Solutions offered in response to this RFP shall not be contingent upon the purchase of additional optional services that may be offered.

As part of the financial proposal response, the Offeror must complete the Financial Pricing Worksheet included with the RFP and provide pricing for each proposed service option in the appropriate worksheet. Offerors shall enter their pricing on the Appendix H. Financial Proposal Form provided with the RFP. **Proposals received in an altered format may be considered non-responsive and ineligible for award.**

Offerors shall provide pricing in accordance with Part IV, Scope of Work as described herein. **Please do not include pricing in the technical response. Offerors that include pricing with their technical response may have their response deemed non-responsive and their entire response rejected.**

PART V: EVALUATION AND SELECTION PROCEDURE

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(s) 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 Offeror(s). Discussions may be conducted via teleconference or may take the form of questions to be answered by the Offeror(s) and conducted by mail, E-mail, or facsimile transmission at the discretion of The Board. During the evaluation process, the committee may request technical assistance from any source.
- B. Following the completion of the technical evaluation of all Offeror(s) technical proposals, including any discussions, the committee will rank each qualified Offeror(s) technical proposal.
- C. 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.
- D. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Offeror(s) in any manner deemed necessary to serve the best interests of the Board.
- E. Offeror(s) may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Offeror(s) to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation.
- F. If it is determined to be in the best interest of The Board, the Board may invite Offeror(s) to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the Offeror(s) whose overall proposal provides the most advantageous offer to the Board considering both price and technical factors set forth in this RFP.

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.

Offerors shall refer to Part IV to ensure proposal response addresses all requirements as indicated in the Part IV, as well as Section 18.0

- 3.1 Quality and Organization of the Proposal
- 3.2 Quality of Technical Approach in satisfying requirements
- 3.3 Quality of Experience
- 3.4 Capacity
- 3.5 Fiscal Integrity/Financial Stability (responsibility check)
- 3.6 Past Performance and References
- 3.7 MBE Subcontracting Plan

PART VI: APPENDICES

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

1. REQUEST FOR PROPOSALS (RFP)

- a. **DIRECTIONS:** The Board of Education of Prince George’s County (The Board) invites all interested and qualified Offerors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The Board" will mean The Board of Education of Prince George’s County. Also, for the purpose and clarity of this document, "Offeror" will mean any reliable and interested broker, vendor, supplier, contractor, and/or manufacturer that want to respond to this RFP.

2. GENERAL REQUIREMENTS

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

- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of the Board Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Purchasing & Supply Services. Where the requirements of the specifications call for higher 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 Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to The Board to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Vendor shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and

such other information as requested by the specifications and/or the Director of Purchasing & Supply Services or his or her designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor 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 limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor 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 Offeror(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 Offeror. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

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

3. PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the 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 Vendor's price is based on a different unit of measure, it shall be at the sole discretion of The Board to determine whether the Vendor's price will be recalculated. The Board will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include be FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the 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 Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor 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 vendor must submit MSDS sheets to: Board of Education of Prince George's County, Director of Safety, 13300 Old Marlboro Pike, Upper Marlboro, Maryland 20772.

- e. **LIQUIDATED DAMAGES:** In the event the Awarded Offeror 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 Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods 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, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.

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

6. 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 offerors that the bid of the initially deemed lowest responsive offeror, 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 Offerors 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 contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of 30% percent of the total dollar value of the construction contract established for this project. All prime contractors, including certified MBE firms, when submitting bids as general or prime contractors, 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 vendor at the time of any respective bid opening, shall be recognized as a "Certified Minority Business". If not listed, evidence of acceptable certification from the Maryland Department of Transportation (MDOT), Prince George's County Government and Washington Metropolitan Area Transit Authority (WMATA) must be provided to the Board's Purchasing Office prior to any respective bid opening.
- c. The Board of Education of Prince George's County strongly encourages its Contractors to maximize the use of qualified locally based minority and women-owned businesses within the geographical boundaries of Prince George's County. The offeror 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 offerors. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.
- e. Contractors 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 N/A

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

8. PROPOSAL SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.
- b. **SUBMISSION:** Proposals must be delivered to the Purchasing Office, 13300 Old Marlboro Pike Room 20, Upper Marlboro, Maryland 20772. Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Vendors 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 Vendor 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 Vendor, 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. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the 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 Vendor 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 Vendors 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 Vendors to do so. Samples may be retained by The Board until Vendors are notified to remove them. Vendors agree that The Board will incur no liability for samples that are damaged, destroyed,

lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors 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 Vendor 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 Vendor, and the ability of the Vendor 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 Vendor's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- l. **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. Vendors 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 (bidding or 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 offeror of standing is a offeror 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 offeror or offeror that their bid or proposal will be rejected.
 3. A vendor 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.

10. 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 two (2) days of issuance of the decision by the Director of Purchasing.
2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
3. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.

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.

11. CONTRACT TERM

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

12. 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.

13. 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.

14. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND** The Director of Purchasing & Supply Services shall have the authority to debar a person or company for cause from consideration for award of contracts

15. TERMINATION OF CONTRACT

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

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

16. 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 Upper Marlboro, Maryland.

17. 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 Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and contractors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education, CEO and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Offeror or its employees, agents, or volunteers.
- g. **INSURANCE:**
 1. The contractor 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-contractor 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 vendors:

- 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 Offeror(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 Contractor, 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 such written consent shall be null and void of no effect.

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

j. GENERAL RECORDS CLAUSE: Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice,

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

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

18. 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 contractors control which prevent completion of service or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor 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 PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

(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

Offeror Name

Email

Contact Phone Number

**APPENDIX C – REFERENCES
RFP PUR-017-23
ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS**

Client Name:

Address:

Services Provided:

Date(s) of Services:

Contact Name & Title:

Phone No:

Email Address:

Client Name:

Address:

Services Provided:

Date(s) of Services:

Contact Name & Title:

Phone No:

Email Address:

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 PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

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 offeror or Offeror(s) 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 PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

_____, 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 _____
Offeror, if the offeror is an individual

Partner, if the offeror is a partnership

x _____

x _____
Officer, if the offeror is a corporation

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

x _____ Notary Public

My commission expires: _____

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

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

_____, 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 _____
Offeror, if the offeror is an individual

Partner, if the offeror is a partnership

x _____

x _____
Officer, if the offeror is a corporation

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 PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

CONTRACTOR 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			

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

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

Company Name _____

Address _____

Phone Number _____

TO: Board of Education of Prince George's County

We propose to provide services in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal. Offeror(s) shall provide all-inclusive lump sum for the proposed project as follows:

See Excel spreadsheet for pricing details. Financial proposals shall be completed and submitted as an Excel document (not pdf).

Name _____

Title _____

Signature _____

Date _____

Email Address _____

APPENDIX I – LETTER OF INTENT TO APPLY

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Offeror shall submit this document on its letterhead

(Due No later than 5pm ET on May 8, 2023)

On behalf of (***Institution Name***), we are pleased to inform you of our intent to submit a proposal for **qualified partners to provide Establishment of School-Based Health Centers**. Our proposal will address all components of the RFP. We intend to submit a proposal to you by _____.

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
NAMES OF PARTNER ORGANIZATIONS: (if applicable)	
MAIN ADDRESS:	TELEPHONE:
MAILING ADDRESS (IF DIFFERENT):	EMAIL:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	

**APPENDIX J – MBE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

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

Prime Contractor _____ 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 K – STATE OF MARYLAND TAX CERTIFICATION
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

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

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

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

Witness Signature

Date

Printed Name of Witness

Authorized Company Representative Signature

Date

Printed Name of Authorized Company Representative

Title

**APPENDIX L – CERTIFICATION OF COMPLIANCE
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

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

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

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

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

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

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

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

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

Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or Offeror shall certify by signing this affidavit that any individuals in its work-force including subcontractors, have undergone a criminal background check, including fingerprinting, if the individuals will

work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

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

Signature_____

Date_____

Print Name and Title of Signatory

Print Name and Title of Company

**APPENDIX M – OFFEROR CONFLICT OF INTEREST DISCLOSURE FORM
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

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

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

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

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

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

Signature of Offeror Authorized Representative/Date_____

Printed Name of Offeror Authorized Representative_____

APPENDIX N – LETTER OF INTEREST TO ATTEND FOR PRE-PROPOSAL CONFERENCE

RFP PUR-017-23

ESTABLISHMENT OF SCHOOL-BASED HEALTH CENTERS

Send via email to: Donna.Parks@pgcps.org and Diane.Forde@pgcps.org

Offeror shall submit this document on its letterhead

(Shall Be Submitted No later than January 30, 2023 at 1pm EST)

On behalf of (*Institution Name*), we are pleased to inform you of our intent to attend the **Preproposal Conference for the Establishment of School-Based Healthcare Centers.**

(Institution Name) shall attend via Zoom conference

Representative

Signed: _____

Printed Name, Title: _____

OFFICIAL NAME OF YOUR ORGANIZATION:	
COMMON NAME OF YOUR ORGANIZATION:	
PROGRAM/CENTER NAME (IF APPLICABLE):	
MAILING ADDRESS:	TELEPHONE:
	FAX:
	WEBSITE:
PROJECT DIRECTOR – NAME, TITLE AND CONTACT INFORMATION:	

Prince George's County Public Schools

2023-2024 School Calendar

APPROVED BY THE BOARD OF EDUCATION 3/23/23

2023	
July 4	Independence Day – Schools and Offices Closed
August 16-18	Professional Duty Days for New Teachers
August 21-25	Professional Duty Days for All Teachers
August 22 & 23	Professional Development
August 25	Student Orientation Day
August 28	First Day of School for All Students
September 4	Labor Day – Schools and Offices Closed
September 16-17	Rosh Hashanah* (starts at sunset 9/15)
September 25	Yom Kippur* (starts at sunset 9/24) – Schools and Offices Closed
October 9	Indigenous Peoples' Day & Parent-Teacher Conferences – Schools Closed for Students
October 20	Professional Development – Schools Closed for Students
November 2	End of First Quarter (45 days)
November 3	Professional Day for Teachers – 3-Hr. Early Dismissal for Students
November 10	Professional Development – Schools Closed for Students
November 12	Diwali*
November 22-24	Thanksgiving Break – Schools and Offices Closed
December 25-29	Winter Break & Christmas – Schools and Offices Closed
2024	
January 1	New Year's Day – Schools and Offices Closed
January 2	Winter Break – Schools and Offices Closed
January 15	Martin Luther King Jr. Day – Schools and Offices Closed
January 19	End of Second Quarter (44 days)
January 22	Professional Day for Teachers – 3-Hr. Early Dismissal for Students
February 19	Presidents' Day – Schools and Offices Closed
February 20	Parent-Teacher Conferences – 2-Hr. Delayed Opening for Students
March 4	Professional Development – Schools Closed for Students
March 11	First Day of Ramadan (starts sunset of 3/10)
March 25-28	Spring Break – Schools Closed
March 29 & April 1	Spring Break/Easter Holidays – Schools and Offices Closed
April 4	End of Third Quarter (46 days)
April 5	Professional Day for Teachers – 3-Hr. Early Dismissal for Students
April 9	Last Day of Ramadan
April 10	Eid al-Fitr* (starts at sunset 4/9) – Schools and Offices Closed
April 23	Passover* (starts sunset of 4/22)
April 23	Primary Election Day – Schools and Offices Closed
May 27	Memorial Day – Schools and Offices Closed
June 13	2-Hr. Early Dismissal for Students ¹
June 14	Last Day for Students ¹ and End of Fourth Quarter (45 days) – 2-Hr. Early Dismissal for Students
June 16	Eid al-Adha* (starts at sunset 6/15)
June 19	Juneteenth – Schools and Offices Closed
June 20	Last Day for Teachers ¹

IMPORTANT CALENDAR NOTES – There are 180 student days and 192 teacher days (195 for new teachers). Last days for students and teachers are subject to change. 10- and 11-month employees can refer to Bulletin M-1-23 for clarification on workdays.

¹INCLEMENT WEATHER MAKE-UP DAYS – Three inclement weather make-up days are built into the school calendar. The last day for students is June 14 if all three built-in inclement weather days are used; June 13 if two of the three days are used; June 12 if one of the three days are used; and June 11 if no days are used. The last day for teachers is June 20 if all three built-in inclement weather days are used; June 18 if two of the three days are used; June 17 if one of the three days are used; and June 14 if no days are used.

RELIGIOUS HOLIDAYS – Major religious holidays are noted for planning purposes only. Jewish and Muslim holidays begin the day before at sunset. To avoid excluding students, families and staff from important meetings or activities, PGCPs prohibits scheduling these events on major holidays noted with an asterisk (*) on this calendar. This restriction does not apply to state or regional events.