

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

ENDREES BRIDGES

Plaintiff

vs.

PRINCE GEORGE’S COUNTY, MARYLAND, *et al.*

Defendants

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* **Case No: 21 CV 1319 PWG**
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**DEFENDANT PRINCE GEORGE’S COUNTY, MARYLAND’S OPPOSITION TO
PLAINTIFF’S MOTION FOR PRELIMINARY INJUNCTION**

Defendant Prince George’s County, Maryland, by and through counsel, respectfully submits the following opposition to the plaintiff’s Motion for Preliminary Injunction:

I. INTRODUCTION

On December 19, 2019, Prince George’s County, Maryland (“the County”) issued a Multi-Step Invitation for Bid for the contract to provide religious services to individuals detained and incarcerated at the Prince George’s County Department of Corrections with a closing date for submission of bids on February 7, 2020. (Ex. 1A, Invitation for Bid.) The Invitation for Bids was advertised on the County’s Central Services website page that is accessible to the general public. (Ex. 1, Director Corenne Labbe Affidavit, ¶ 9.) At the time of closing, two bids were received. (Ex. 1, ¶ 10.) Prison Ministry of America¹ (“PMA”) and Good News Jail and Prison Ministry submitted bids in response to the County’s invitation. (Ex. 1, ¶ 10.) Following the competitive bid process, PMA was awarded the contract to provide religious services at PGCDOC on or about October 23, 2020. (Ex. 1, ¶ 11.) As a part of the

¹ According to court docket entries, PMA has not been served with the Complaint or Motion for Preliminary Injunction.

contract, PMA is responsible for providing a Chaplaincy Supervisor to manage PGCDOC's Inmate Religious Services program and any staff employed to provide religious services. (Ex. 1A, p. 22.)

The County's contract with PMA requires PMA to provide two dedicated staff members for the Islamic and Judaism religions. (Ex. 1A, p. 22.) These staff members are required to be actively practicing and representing the religion and are to work a minimum of 20 paid hours per month supporting the religious practice. (Ex. 1A, p. 22.)

Mark Maceil, Executive Director at PMA, provided Mr. Bridges with an application for the chaplaincy position when requested. (Ex. 2, Mark Maceil Affidavit, ¶ 13.) The four-page application contained as the final page a Statement of Applicant's Christian Faith. (Ex. 2A, PMA Application.) The Statement of Applicant's Christian Faith is not intended to be completed by those who are not of the Christian faith nor was it intended to preclude those who are not the Christian faith to apply for the chaplaincy position at PGCDOC. (Ex. 2, ¶¶ 18 -21.) Pursuant to the contract, PMA hired a chaplain to fulfill the duties of chaplain supervisor at PGCDOC. (Ex. 2, ¶ 24.) The chaplain has received training on the job duties and PGCDOC policies and procedures applicable to the administration of those duties. (Ex. 2, ¶ 25.)

Prince George's County did not establish an illegal religious test or violate Mr. Bridges constitutional rights. Mr. Bridges' failure to submit an application for the position of chaplaincy at PGCDOC was based on mistake of fact that could have been easily remedy by a phone call, text, or email. The evidence demonstrates that no such illegal religious test exists and the County did not violate his constitutional rights.

II. LEGAL STANDARD

Absent the most extraordinary circumstances, a federal court should not issue an injunction

against a State prison concerning prison management. The Supreme Court has repeatedly emphasized that prison administrators, and not the federal courts, must “manage penal institutions.” The Court recognized that “[r]unning a prison is an inordinately difficult undertaking that requires expertise, planning, and the commitment of resources, all of which are peculiarly within the province of the Legislative and Executive Branches of Government.” *Turner v. Safley*, 482 U.S. 78, 84-85 (1987). An essential objective in the administration and management of a prison is “maintaining institutional security and preserving internal order and discipline.” *Bell v. Wolfish*, 441 U.S. 520, 546 (1979). Critical to that goal, prison officials must be given “wide ranging deference” in pursuing legitimate penological concerns. *Jones v. N. Carolina Prisoners' Labor Union, Inc.*, 433 U.S. 119, 126 (1977); *see also Taylor v. Freeman*, 34 F.3d 266, 268 (4th Cir. 1994) (no federal injunction against State prisons “absent the most extraordinary circumstances” and federal courts should immerse themselves in prison management). “A preliminary injunction is an extraordinary remedy never awarded as a right.” *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008). Because it is an extraordinary remedy, injunctive relief can only be awarded upon “a clear showing” that the plaintiff is entitled to such relief. *Winter*, 555 U.S. at 22. The Supreme Court has provided four requirements that a plaintiff must establish in order to obtain a preliminary injunction: (1) that he is likely to succeed on the merits at trial; (2) that he is likely to suffer irreparable harm in the absence of preliminary relief; (3) that the balance of equities tips in his favor; and (4) an injunction is in the public interest. *Winter*, 555 U.S. at 20; *see also Real Truth About Obama, Inc. v. Fed. Election Comm'n*, 575 F.3d 342, 345 (4th Cir. 2009) *cert. granted, judgment vacated on other grounds*, 559 U.S. 1089 (2010) and *adhered to in part sub nom. The Real Truth About Obama, Inc. v. F.E.C.*, 607 F.3d 355 (4th Cir. 2010) (per curiam) (adopting the requirements of *Winter* and overruling *Blackwelder Furniture Co. of Statesville v. Seilig Mfg. Co.*, 550 F.2d 189 (4th Cir.

1977)). The same factors apply to a temporary restraining order. *Coreas v. Bounds*, 2020 WL 1663133 (2020); *Hollingsworth v. Perry*, 570 U.S. 693,704 (2013).

All four of the *Winter* requirements must be established independently. See *Real Truth About Obama, Inc.*, 575 F.3d at 346; *Pashby v. Delia*, 709 F.3d 307, 320-21 (4th Cir. 2013). The establishment of one or two of these factors does not “relax” the remaining requirements; there is no longer a “flexible interplay” among the four factors. *Real Truth About Obama, Inc.*, 575 F.3d at 347. Thus, a plaintiff seeking a preliminary injunction must always “demonstrate that irreparable injury is *likely* in the absence of an injunction” even if he has established a likelihood of succeeding on the merits *Winter*, 555 U.S. at 21 (emphasis in original).

Both the Supreme Court and Fourth Circuit have emphasized that courts must consider the public interest impact of preliminary injunctions. “In exercising their sound discretion, courts of equity should pay particular regard for the public consequences in employing the extraordinary remedy of injunction.” *Winter*, 555 U.S. at 24 (quoting *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 312 (1982)); *Real Truth About Obama, Inc.*, 575 F.3d at 347. Indeed, in *Winter*, the Supreme Court reversed the Ninth Circuit because it had “understated” the public interest burden that would occur if a preliminary injunction is granted. *Winter*, 555 U.S. at 24. This standard becomes more rigorous when a plaintiff seeks a preliminary injunction *that mandates action*, as opposed to the typical form of preliminary injunction that simply preserves the status quo pending trial. See *East Tennessee Natural Gas Co. v. Sage*, 361 F.3d 808, 828 (4th Cir.2004) (quoting *Wetzel v. Edwards*, 635 F.2d 283, 286 (4th Cir.1980)) (noting that ““mandatory preliminary injunctions do not preserve the status quo and normally should be granted only in those circumstances when the exigencies of the situation demand such relief”).

Here, Bridges seeks to alter the status quo by having this Court order the County to redo the entire chaplain hiring process that has been completed. However, such relief is highly disfavored and only warranted in extraordinary circumstances. *Id.* The evidence demonstrates that Bridges is not entitled to a preliminary injunction due to his inability to satisfy all of *Winter's* factors which are fatal to his motion for preliminary injunction.

III. ARGUMENT

A. Bridges is not likely to succeed on the merits of his claims at trial.

In the Complaint, Bridges asserts two claims alleging violations of the First and Fourteenth Amendments. Count I asserts a violation of the First Amendment free exercise of religion claim alleging that the County and PMA violated his constitutional rights when they precluded him from applying for the chaplain position while maintaining his religious beliefs. *See* ECF 1, 44-47. Count II asserts a violation of the First Amendment – Establishment Claims claim wherein Bridges asserts that the County has a preference for Christian over Muslims. *See* ECF 1, 60-64. In support of his claims, Bridges contends that the County established an illegal religious test that all job seekers must pass if they want to apply to be the chaplain at the Prince George's County jail. *See* ECF 12, p. 2. The alleged “illegal religious test” was part of PMA's application for chaplain that allegedly required that the applicant attest to his/her Christian belief as a prerequisite for employment as chaplain. *See* ECF 12, p. 5. Bridges' contentions are not supported by the evidence.

It is well established that, at a minimum, the Constitution guarantees that government may not coerce anyone to support or participate in religion or its exercise, or otherwise act in a way which “establishes a [state] religion or religious faith or tends to do so.” *Lynch v. Donnelly*, 465 U.S. 668, 678 104 S.Ct. 1355, 1361, 79 Led.2d 604 (1984); see also *County of Allegheny v. American Civil Liberties*

Union, Greater Pittsburgh Chapter, 492 U.S. 573, 591, 109 S.Ct. 3086, 3100, 106 L.Ed.2d 472 (1989); quoting *Everson v. Board of Ed. of Ewing*, 330 U.S. 1, 15–16, 67 S.Ct. 504, 511–512, 91 L.Ed. 711 (1947). Courts apply the three-part *Lemon* test to determine whether a challenged state action is constitutional. *Lemon v. Kurtzman*, 403 U.S. 602, 91 S.Ct. 2105, 29 L.Ed.2d 745 (1971). To pass the *Lemon* test, the challenged governmental action must (1) have a secular purpose, (2) have a primary effect that neither advances nor inhibits religion, and (3) not foster an excessive government entanglement with religion. *Mellen v. Bunting*, 327 F.3d 355, 372 (4th Cir.2003). All three prongs of the test must be met for the challenged action to be constitutional. *Koenick*, 190 F.3d at 265 (“If a state action violates even one of these three prongs, that state action is unconstitutional.”).

Applying the *Lemon* test to Bridges’ allegations, the County passes the test. First, the County’s Invitation of Bid for a religious service contractor satisfies the first prong of the *Lemon* test because it does not state any religious preferences. Bridges appears to take exception to the fact that the County’s former religious services contractor and PMA are Christian organizations. However, Bridges’ exceptions are red-herrings and should be ignored by the court. The County does not and cannot control who submits bids in response to its invitation. Two Christian organizations were the only religious organizations that submitted bids in response to the County invitation². Bridges fails to identify or produce any evidence that any other religious organization submitted a bid or was denied the opportunity to bid on the religious services contract. Bridges offered the 2019 Melvin Saunders’ affidavit as evidence of the County preference for Christian organizations but it only demonstrates that the County chose to not renew Good News Ministries contract and seek another vendor. *See* ECF 12-1. Also, the Invitation for Bids explicitly states the qualifications for the chaplain position and

² The Invitation for Bids was advertised on the County’s Office of Central Services webpage, which a link on the County’s website. The County’s website is open to the public.

responsibilities associated with the position. (Ex. 1A, pp. 22-23). In neither section of the invitation does the County mandate that the chaplain be a member of any particular religion, which satisfies the second prong of the *Lemon* test. Thus, there is no evidence that the County has any preference with regards to religion as it requires the PMA, who was awarded the contract, hire two dedicated staff members to serve the three major religions represented in the jail population (i.e., Christianity, Judaism, and Islam). (Ex. 1A, p. 22.) As to the last prong of the *Lemon* test, there is absolutely no evidence of any excessive entanglement with religion. Thus, the evidence demonstrates that the County does not have any illegal religious test or preference.

Furthermore, the PMA employment application contains no language requiring the applicant to complete the declaration of Christian faith portion of the application or run the risk of the application not being considered. (Ex. 2A.) The fact that PMA provided Bridges, who was known to PMA as Muslim, the application upon request and received reminders of the closing date for the submission of the applications demonstrates PMA's commitment to the County's goal of inclusivity and not discrimination. (Ex. 2.) And according to Bridges, Mr. Maceil welcomed his application. *See* ECF 12-1, ¶5.

Also, PMA's employment application is a standard application for its Christian organization. (Ex. 2, ¶ 18.) The application contains no language stating that an application would be considered incomplete or not considered if the Statement of Applicant's Christian Faith is not submitted. Bridges did not seek any clarification from PMA regarding the application. ECF 12-2, Ex. 2,. Even when Maceil contacted him regarding his application submission, Bridges failed to identify the statement as an issue that he believed precluded him from applying. Finally, there is no evidence PMA, or the County told Bridges that he could not apply or would not be considered if he did not complete the statement. Quite

simply, had Bridges simply asked the question, this lawsuit would probably not have been filed because he would have been informed that the statement is not applicable to him. Clearly, the conduct of the County and PMA are in opposite to Mr. Bridges claims and demonstrate he would not be successful on the merits.

B. Injunction is not necessary to prevent irreparable injury.

An injunction is not necessary to prevent irreparable injury to Bridges. As noted by the Supreme Court in *Winters*, “a preliminary injunction will not be issued simply to prevent to the possibility of some remote future injury.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22, 129 S. Ct. 365, 375, 172 L. Ed. 2d 249 (2008). Issuing a preliminary injunction based only on a possibility of irreparable harm is inconsistent with our characterization of injunctive relief as an extraordinary remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such relief. *Id.* citing *Mazurek v. Armstrong*, 520 U.S. 968, 972, 117 S.Ct. 1865, 138 L.Ed.2d 162 (1997) (*per curiam*).

In determining whether an irreparable injury will be sustained by Plaintiff if an injunction is not granted, “mere injuries, however, substantial, in terms of money, time, and emergency necessarily expanded in the absence of a stay, are not enough. The possibility that an adequate compensatory or other collective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm”. *Virginia Chapter, Associated Gen. Contractors of Am., Inc. v. Kreps*, 444 F. Supp. 1167, 1182 (W.D. Va. 1978) (quoting *Virginia Petroleum Jobbers Assn. v. FPC*, 104 U.S.App.D.C. 106, 259 F.2d 921 (1958).

In *Virginia Chapter, Associated Gen. Contractors of Am., Inc. v. Kreps*, 444 F. Supp. 1167, 1182 (W.D. Va. 1978), contractors association and electrical contractor filed for a preliminary injunction seeking to restrain federal, state, and local officials from enforcing the 10%

Minority business enterprise portion of Public Works Employment Act. In finding that plaintiffs were not entitled to a preliminary injunction, the District Court found that the association's members were not suffering from present effects of the 10% requirement, electrical contractor had available an action for damages and plaintiffs failed to establish their “probable right” to final relief. *Id.* at 1182. The court noted that the associations failed to show a likely injury to themselves or to its members by the operation of the 10% minority business requirement. *Id.* However, evidence did demonstrate that funds have been disbursed, project bids received, contract signed, and in some cases construction had begun. *Id.* Thus, the court concluded that the association cannot demonstrate “that there exists some cognizable danger of recurrent violation.” *Id.* citing *United States v. W.T. Grant Co.*, 345 U.S. 629, 633, 73 S.Ct. 894, 898 L.Ed. 1303 (1953).

Utilizing these standards, Bridges has failed to demonstrate probable irreparable injury if an injunction is not granted. Bridges has not shown any probable injury to himself or to other similarly situated individuals if the injunction is not granted. Bridges relies solely on conclusory language without any evidentiary support. Moreover, the evidence shows that a chaplain has been hired, trained, and begun working at PGCDOC. (Ex. 2,.) Also, PMA voluntarily revised its application to remove the alleged offending statement³. (Ex. 2, 2B.) In addition, there remains an opportunity for Bridges to gain employment with PMA and serve the County’s incarcerated as one of the dedicated staff members providing religious services to the incarcerated Muslims at the jail. Thus, the opportunity to volunteer or become on of the dedicated staff members remain.

C. Bridges’ alleged injury is not outweighed by the damage an injunction will cause the County.

³ As of the filing of this opposition, PMA has not been served with the Complaint. Upon knowledge and belief, PMA first became aware of the lawsuit when it was contacted by the media for a response following Mr. Bridges’ interview.

Damages highly likely to be sustained by the County with the granting of the injunction outweighs any speculative, irreparable injury suffered by Bridges. As stated above, the chaplain position has been hired, trained, and begun work at the County jail. (Ex. 2, ¶ 24.) Thus, an injunction requiring the County to essentially fire the recently hired chaplain, advertise the position as requested by Bridges, and engage in the hiring process again would not only open the County to litigation from the fired chaplain but also delay the coordination of religious services. Since the chaplain is the coordinator of all religious services at the jail, regardless of denomination, an injunction requiring the County to redo the entire hiring process would delay the jail's ability to provide religious services those incarcerated within its facility. Moreover, the chaplain is also responsible for hiring dedicated individuals to minister to those individuals practicing Christianity, Judaism, and Islam. Again, requiring the County to start the hiring process again would delay the hiring of these individuals and in effect delay religious services to the incarcerated.

D. An injunction is not in the public interest.

The public interest is not served with the granting of the injunction. As stated *supra*, an injunction would delay the County's ability to provide religious services to the incarcerated. The COVID-19 pandemic caused the County jail to restrict access to the facility and prevented volunteers from administering religious services to the incarcerated. In recent weeks, the chaplain and jail administrators have been coordinating religious activities and resumed religious services. An injunction would cause undue delay and confusion in the coordination of religious services at the jail. Thus, an injunction would likely harm those Bridges seeks to counsel and provide religious services. Thus, an injunction is not in the best interest of the incarcerated at the jail and the public.

IV. CONCLUSION

For the foregoing reasons, Plaintiff's motion for preliminary injunction must be denied.

Respectfully submitted,

Shelley L. Johnson

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Prince George's County, Maryland

FILED: 07/30/21

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

ENDREES BRIDGES

Plaintiff

vs.

PWG

PRINCE GEORGE’S COUNTY, MARYLAND, *et al.*

Defendants

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* **Case No: 21 CV 1319**
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AFFIDAVIT OF CORENNE LABBÉ

I, Corenne Labbé, am over twenty-one years old, am competent to testify and make the following statements of my own personal knowledge:

1. I am currently employed as the Director of the Prince George’s County, Maryland Department of Corrections (“PGDOC”). As Director, I am responsible for the overall management and operations of the department.
2. I was appointed to the position of Acting Director of PGCDOD by County Executive Angela Alsobrooks on August 1, 2021 and offered the position of Director on September 30, 2020 to officially begin on October 1, 2020.
3. I was confirmed as Director of PGCDOD by the Prince George’s County Council on February 9, 2021.
4. PGCDOD has a duty to provide religious services to those incarcerated at PGCDOD.
5. Christianity (Protestant/Catholic), Islam and Judaism are the three major religious denominations represented by those incarcerated at PGCDOD. Christianity is the majority religious denomination followed by Islam and Judaism in that respective order.
6. Religious services for the incarcerated are provided by an outside contractor under a term contract of 1 year with two (2) one-year extension options.
7. Prior to October 23, 2020, the religious services had been provided by Good News Jail and Prison Ministry.
8. On December 12, 2019, the Prince George’s County Office of Central Services (OCS) issued an Invitation for Bids on the religious services contract for PGCDOD.

9. The Invitation for Bids was advertised on the Prince George's County, Maryland website under the Office of Central Services link.
10. As February 7, 2020, two bids were received from Good News Jail and Prison Ministry and Prison Ministry of America respectively.
11. An Evaluation Committee reviewed and graded the bids and Prison Ministry of America was awarded the contract based on proposal evaluation criteria on December 2, 2020.
12. Exhibit A is Multi-Step Invitation for Bid, Solicitation No. S20-0418 issued on December 12, 2019 for the religious services contract at PGCDOC prepared by the OCS.
13. Exhibit A is a record maintained in the ordinary course of business at PGCDOC and the OCS.

OATH AND AFFIRMATION

I DO SOLEMELY AFFRIM UNDER PENALTIES OF PERJURY AND BASED ON MY OWN PERSONAL KNOWLEDGE THAT THE INFORMATION SET FORTH HEREIN IS TRUE AND ACCURATE.



Corenne
Labbé
Director

Department of Corrections for
Prince George's County, Maryland



CONTRACT ADMINISTRATION & PROCUREMENT DIVISION

MULTI-STEP INVITATION FOR BID

SOLICITATION NO. S20-048

Issue Date: December 12, 2019

Inmate Ministry Services

NOTICE

A Prospective Bidder that has received this solicitation from the Office of Central Services' website www.princegeorgescountymd.gov or e-Maryland Marketplace Advantage <https://procurement.maryland.gov/> or received this solicitation from a source other than the County, and that wishes to assure receipt of addenda with changes or additional materials related to this Solicitation, should *immediately* contact the Procurement Officer and provide the Prospective Bidder's name and email address so that addenda to this solicitation or other communications can be sent to the Prospective Bidder prior to Bid closing.



Dear Supplier,

Thank you for your interest in doing business with Prince George's County, Maryland. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretations or failure to comply with instruction could lead to your submittal being rejected as non-responsive. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to Suppliers registered as receiving this solicitation by purchase or download. In addition, all addenda are posted on the Contract Administration & Procurement ("Procurement") Division's website, www.princegeorgescountymd.gov and e-Maryland Marketplace Advantage at <https://procurement.maryland.gov/>. Please read carefully and follow all instructions provided on the addendum, as well as the instruction provided in the original solicitation. It is the responsibility of all potential Contractors to monitor the Procurement Division's website for any changing information prior to submitting their reply.

It is the intent of the Procurement Division to provide quality services. Should you have any questions, please visit our website to view the information provided on "How to Do Business with Prince George's County" or feel free to contact the Procurement Officer identified in this solicitation. Again, thank you for your continued interest in doing business with Prince George's County Government.

Sincerely,

Jonathan R. Butler, Director
Office of Central Services,
County Purchasing Agent

PRINCE GEORGE'S COUNTY
Solicitation Feedback Form

In order to help us improve the quality of County solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Sheet below for contact information).

Title:

Solicitation No:

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of this solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Prince George's County is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or County-Based Small Business requirements. (Explain in REMARKS section.)
- Prior Prince George's County contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. REMARKS section below. (Attach additional pages as needed)

REMARKS: _____

Supplier Name: _____ Date: _____

Contact Person: _____ Phone: (____) _____

Address: _____

E-mail Address: _____

**PRINCE GEORGE'S COUNTY
CONTRACT ADMINISTRATION & PROCUREMENT DIVISION
SOLICITATION KEY INFORMATION SUMMARY SHEET**

Solicitation Name: Inmate Ministry Services

Solicitation Number: S20-048

Solicitation Issue Date: December 12, 2019

Closing Date and Time: January 31, 2020, 3:00 pm

Procurement Officer: Anthony Rose
Contract Administration & Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone: (301) 883-6696 ~ Fax: (301) 883-6696
E-mail: Arose@co.pg.md.us

Bids are to be sent to: Office of Central Services
Contract Administration & Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Attention: Anthony Rose

Pre-Bid Conference: January 7, 2019 at 2:00 pm. local time
1400 McCormick Drive, Suite 308
Largo, Maryland 20774

Submission of Questions: To: Anthony Rose at Arose@co.pg.md.us
Due By: January 15, 2019 at 2:00 p.m.

Bid Bond Required:

**Certified County-Based
Minority Business Subcontracting
Requirement:** [0%]

**Certified County-Based Business
Subcontracting Requirement:** [0%]

**Certified County-Located Business
Subcontracting Requirement:** [0%]

**Certified County-Based Small Business
Subcontracting Requirement:** [0%]

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Prince George's County Office of Central Services' Contract Administration and Procurement Division (CAP) is issuing this Multi-Step Invitation for Bid (MSIFB) to establish a term contract with a Contractor(s) to perform inmate ministry services.
- 1.1.2 This Multistep IFB has a mandatory Supplier Participation of [0%] Minority Business Enterprises (MBE) and [0%] County-Based Businesses. Each business used to meet the Supplier Participation Requirement must be certified by the Prince George's County Supplier Development & Diversity Division (SDDD).
- 1.1.3 The County intends to make multiple awards to the responsive, responsible bidder offering the Best Value to the County as defined in County Code Section 10A-101(a)(2.1). In determining responsibility, in addition to price, the qualifications listed in Paragraph 23 (a) thru (j) of the General Conditions and Instructions to Bidders, will be considered by the Purchasing Agent. (Please refer to Attachment Y).
- 1.1.4 Bidder, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements of this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work. Contractors must provide all labor, materials, and equipment needed for all work to be performed. The County Representative upon award will supply the necessary maps and locations where service is required. This Contractor will be required to perform under the direction and inspection of an assigned County Representative in the agency ordering the services.
- 1.1.5 Unless otherwise indicated in the Contract, invoices shall be submitted to the County within thirty (30) days of satisfactory completion of services for review, approval, and payment. Pursuant to provisions of Section 10A-153 of the County Code, the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said section.
- 1.1.6 A Pre-Bid Conference will be held on Tuesday, January 7, 2019 at 2:00 p.m. at the Office of Central Services, Contract Administration and Procurement Division, 1400 McCormick Drive, Suite 308, Largo Maryland 20774 to allow potential bidders an opportunity to present questions and obtain clarification related to any facet of this solicitation. While attendance at the pre-bid conference is not mandatory, information presented may be very informative; therefore, all potential bidders are encouraged to attend this conference in order to enhance their understanding of the County's requirements and to be able to better prepare acceptable bid responses. The Procurement Officer and contact person for this solicitation is:

Anthony Rose, Procurement Officer
Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone Number: (301) 883-6696
Fax Number: (301) 883-6440
E-Mail: Arose@co.pg.md.us

1.2 Abbreviations and Definitions

For purposes of this MSIFB, the following abbreviations or terms have the meanings indicated below:

- a. **Best Value** -The basis for awarding contracts for services which optimizes weighted factors such as quality, cost, diversity, and performance, among responsive and responsible Bidders.
- b. **Bid** – A statement of price offered by a Bidder in response to a MSIFB.
- c. **Bidder** – An entity that submits a Bid in response to this MSIFB.
- d. **Bid Price** - The Bidder’s price for services and/or goods in response to this solicitation, which shall be included on the Price Bid Sheet and will be used in determining the recommended awardee.
- e. **Business Day(s)** – The official working days of the week include Monday through Friday, except County Holidays and days the County is closed due to weather or other emergency event. Official working days exclude County Holidays. Normal County business hours are 8:30 a.m. – 5:00 p.m. The Contractor will not be permitted to do any work that requires the presence of the County’s inspection or supervisory forces on days which are County Holidays or on Saturdays or Sundays, unless such work has been previously authorized by the County Representative.

Below is a list of County Holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
Inauguration Day	Veterans Day
President’s Day	Thanksgiving Day
Memorial Day	Employee Appreciation Day (Day after Thanksgiving)
Independence Day	Christmas Day

- f. **CAP** – The Office of Central Services’ Contracts, Administration and Procurement Office.
- g. **Certified Business Entity** – See Attachment V for all Certified Business Entity Definitions.
- h. **Contract Commencement** - The date the Contract is signed by the authorized Contractor and the County representative or such other date as set forth in the Contract.
- i. **Contractor** – The selected Bidder that is awarded a Contract by the County.
- j. **County** – Prince George’s County, Maryland, a body corporate and politic.
- k. **eMMa** – e-Maryland Marketplace Advantage (see MSIFB Section 1.8) is the electronic commence system managed by the State of Maryland.
- l. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- m. **Notice of Intent to Award**– A written notice from the Procurement Officer that the County intends to award a contract to the recipient of the notice, subject to the receipt of requested items stated in this solicitation documents.
- n. **Participation Agreement** – An agreement the County enters into with a developer pursuant to Section 10A-141 of the County Code wherein the County contributes funds for the construction of regional storm water management facilities or road improvements to be constructed by or contracted by the developer.
- o. **OCS** – The Prince George’s County, Maryland Office of Central Services.
- p. **Pre-Bid Conference (Conference)** – A meeting to discuss objectives and answer questions related to this MSIFB in order to enhance prospective Bidders’ understanding of the County’s requirements and to facilitate better preparation of their Bids.

- q. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the County for purposes of this solicitation.
- r. **Purchasing Agent** – The Director of the Office of Central Services or his/her designee.
- s. **SDDD** - The Prince George’s County Supplier Development & Diversity Division.
- t. **Term Contract** – The executed agreement awarded to the successful Bidder pursuant to this MSIFB. The agreement will be in the form of a Term Contract that the Contractor will receive upon approval.

1.3 Contract Type

The Contract resulting from this solicitation shall retain firm/fixed pricing for the initial years. The prices may be adjusted in accordance with the percentage difference in the Consumer Price Index for the Washington Metropolitan Area (CPI-U) using the [September Base Index for the ensuing annual period. All such increases must be requested within sixty (60) days prior to contract expiration. Any price increase will be at the sole option of the County.

1.4 Contract Duration

- 1.4.1 The Start Date contained in a Notice to Proceed is anticipated to be on or about March 1, 2020 . The Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, for the compensation described in its Bid.
- 1.4.2 The initial term of this agreement is for 2 years and may be extended by mutual agreement of the parties for two (2) additional one-year periods. The County’s obligation on this Contract beyond the initial fiscal year shall be contingent upon appropriations for the following year.
- 1.4.3 If, at the time of any contemplated exercise of an option to extend the term of this Contract, the Contract is not in compliance with the County-Based Small Business participation requirements of this solicitation, the Contract shall not be extended.
- 1.4.4 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.5 The Contractors obligation to pay invoices to subcontractors that provide services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification of the Contract shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the County for purposes of this solicitation prior to the award of any Contract is the address listed below:

Anthony Rose, Procurement Officer
Prince George’s County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Phone Number: (301) 883-6696
Fax Number: (301) 883-6696
E-mail: Arose@co.pg.md.us

1.6 Pre-Bid Conference

A Pre-Bid Conference (the Conference) will be held on Tuesday, January 7, 2019 beginning at 2:00 p.m. local time, at 1400 McCormick Drive Largo, Maryland Room 308 to discuss objectives and answer questions related to this formal bid. While attendance is not mandatory, information presented may be very informative. Therefore, all prospective bidders are encouraged to attend in order to enhance their understanding of the County's requirements and to facilitate better preparation of their Bids.

Bidders seeking reasonable accommodations under the Americans with Disability Act, please refer to 1.57 of the MSIFB.

1.7 Notice to Bidders

Each prospective Bidder, before submitting a bid, shall become fully informed as to the extent and character of the work required. No consideration will be granted for alleged misunderstanding of the material to be furnished or work to be performed, it being understood that the submission of a Bid is an agreement with all of the terms and conditions referred to herein.

1.8 Solicitation Availability

Bidders may access the OCS website (<http://pgebid.co.pg.md.us/ebid/>); or, e-Maryland Marketplace Advantage (eMMA) (<https://procurement.maryland.gov/>), an electronic commerce system administered by the Maryland Department of General Services; or pick up hard copies from CAP. Bidders are encouraged to register at the eMMA and the County website to obtain applicable solicitation documents and notifications.

1.9 Questions

Written questions from prospective bidders will be accepted by the Procurement Officer prior to the Pre-Bid Conference. If possible and appropriate, such questions will be answered at the Conference; however, responses are not binding. No substantive question will be answered prior to the Pre-Bid Conference. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: bidquestions@co.pg.md.us. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective bidders attending the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner by January 15, 2019 at 2:00 p.m. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. Answers to all substantive questions will be distributed to all Contractors that are known to have received a copy of the MSIFB in sufficient time for the answer to be taken into consideration in the Bid.

1.10 Procurement Method

This Contract will be awarded in accordance with the competitive sealed bidding method under Section 10A-112 of the Prince George's County Code. There will be no public bid opening for this MSIFB.

1.11 Bid Submission (January 31, 2020 at 3:00 p.m.)

Bids may be either mailed or hand-delivered. For U.S., Postal Service deliveries, any Bid that has been received at the appropriate mail room, or typical place of mail receipt for OCS by the time and date listed in the MSIFB will be deemed timely. If a bidder chooses to use the U.S. Postal Service for delivery, OCS recommends that it use Express Mail, Priority Mail, or Certified Mail only, as these are the only forms for which both the date and time of receipt can be verified by OCS. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procurement office and a bidder using first class mail will not be able to prove a timely delivery.

Hand-delivery includes delivery by commercial carrier acting as agent for the bidder. For any type of direct (non-mail) delivery, a bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Bids, in the number and form set forth in Section 4 – "Bid Submittals and Evaluation" must be received by the Contract

Administration and Procurement Office at the address listed on the Key Information Summary Sheet, no later than 3:00 p.m. local time on January 31, 2020 in order to be considered.

Requests for extension of this time or date will not be granted. Bidders mailing Bids should allow sufficient mail delivery time to ensure timely receipt by the County. Bids received after the due date and time listed in this section will not be considered. Late Bids will be returned to the bidder unopened.

Bids may be modified or withdrawn by written notice received to the Procurement Officer before the time and date set for the closing.

Bids may not be submitted by e-mail or facsimile.

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13 Receipt of Bids

Upon receipt, each Bid and any timely modification(s) to a Bid shall be clocked in and stored in a secure place until the time and date set for Bid evaluation

1.14 Confidentiality of Bids

Requests for Bid information made under the Maryland Public Information Act (MPIA) shall be reviewed by the County Office of Law to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of Law.

1.15 Award Basis

The Contract shall be awarded to the responsive and responsible Bidder, or Bidders in the case of multiple awards, that offers the Best Value to the County. The Best Value criteria for this solicitation are as follows (listed in order of importance):

- I. Past Performance
- II. Experience
- III. Key Personnel
- IV. Professional References
- V. Cost Proposal

All Bid prices herein shall be on an F.O.B. destination basis; Prince George's County, Maryland.

1.16 Tie Bids

Tie Bids will be decided pursuant to Prince George's County Code Section 10A-145.

1.17 Duration of Bid

Bids submitted in response to this MSIFB are irrevocable for 120 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the MSIFB

If it becomes necessary to revise this MSIFB before the bid due date, the County will attempt to notify prospective Bidders of an addendum if they are listed by the County as receiving a copy of this MSIFB from either the County website or eMMA (e-Maryland Marketplace Advantage) website. However, it remains the responsibility of all prospective Bidders to check all applicable websites for addenda issued prior to the submission of Bids. Acknowledgement of receipt of all addenda to this

MSIFB issued before the Bid due date shall accompany the Bid. Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be rejected as being non-responsive to the requirements of the MSIFB.

1.19 Cancellations

The County reserves the right to cancel this MSIFB, or accept or reject any and all Bids, in whole or in part, received in response to this MSIFB.

1.20 Incurred Expenses

The County will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to submitting a Bid in response to this solicitation.

1.21 Protest/Disputes

All disputes, protest or claims related to this solicitation, or the resulting contract, shall be governed by Prince George's County Procurement Code Section 10A-107 and the County Procurement Regulations.

1.22 Bidder Responsibilities

The selected Bidder shall be responsible for rendering services for which it has been selected as required by this MSIFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. Subcontractors utilized in meeting the established CBSB and/or MBE participation requirements for this solicitation shall be identified in the appropriate Attachment E (Parts 1, 2, 3 and 4) of this MSIFB requirement.

If a Bidder that seeks to perform or provide the services required by this MSIFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Key Personnel

If this solicitation requires that a particular individual or personnel be designated by the Bidder to work on the Contract, any substitution of key personnel after the Contract has commenced must be approved in writing by the Purchasing Agent prior to the substitution. If the Contractor substitutes key personnel without the prior written approval of the Purchasing Agent, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the County's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Bid in response to this MSIFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this MSIFB. Any exceptions to this MSIFB must be raised prior to Bid submission. Changes to this solicitation, including the Bid Price Sheet, made by the Bidder may result in Bid rejection.

1.25 Bidder/Proposal Affidavit

A Bid submitted by a Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment A of this MSIFB.

1.26 Compliance with Laws/Arrearages

By submitting a Bid in response to this MSIFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered in "Good Standing" with the State of Maryland Department of Assessment and Taxation. The successful Bidder shall truthfully execute the Bidder/Proposal Affidavit, Corporation Registration and Tax payment and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven (7) calendar days of the County's Notice of Intent to Award.

1.27 Taxpayer Identification Number and Certification

The successful Bidder shall, within seven (7) calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service (IRS) Form SS-4, Request for Taxpayer Identification Number and Certification. Contract award shall not be made without timely submission of the completed IRS Form SS-4. The Form SS-4 and instructions are available to Contractors by accessing the IRS website at www.irs.gov or by calling 1-800-829-4933.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct IRS Form SS-4. This applies to individuals, sole proprietorships, partnerships, corporations, and other legal entities such as nonprofits and governmental units who may otherwise be exempt from filing a tax return. A foreign entity shall obtain and submit the appropriate IRS Form SS-4. To assure accurate maintenance of your firm's status, submission of the SS-4 is required for each contract or purchase order executed by and between the County and its Contractors. If the term of the Contract exceeds one year, the County may request periodic resubmission of the SS-4. If the Contractor fails to submit the form by the deadline stated in the resubmission request, the County may refuse to pay invoices until the form has been submitted.

The successful Bidder must be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Bidder shall truthfully execute (Attachment A) Bidder/Proposal Affidavit and submit this form, together with a copy of its Certificate of Good Standing, as applicable, within seven days of the County's Notice of Intent to Award.

1.28 Audits and Compliance

Pursuant to Section 10A-123(b) of the County Code, the County shall be entitled to audit the books and records of a Contractor or any subcontractor or under any contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

1.29 Payments by Electronic Funds Disbursement

Pursuant to County Code Section 10A-153(k)(3), the County Director of Finance requires the Contractor to enroll in *Automated Clearing House* (ACH) or a similar electronic payment system with the County. Payments can be posted directly to the business bank account. The County's Accounts Payable Section will e-mail a separate advice to detail the paid invoice(s) information and to confirm the transmission date so that the business enterprise can update financial records. The County reserves the right to reverse - without prior notice - any erroneous transmissions.

1.30 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to Section 10A-153 of the County Code, which states the County shall pay interest in the event that payment against "proper" invoices is not made as prescribed in accordance with said County Code section. Additional information regarding this provision can be found on the County Website at (<http://lis.princegeorgescountymd.gov>)

1.31 Materials and Workmanship

The work performed pursuant to this solicitation shall be under the general direction of the Contractor, but subject to inspection by the County's authorized representative who may require the Contractor to correct defective workmanship without cost to the County.

1.32 Wage Requirements for County Service Contracts

This solicitation is subject to the County's Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The "Wage Requirements for service contracts (Attachment J) and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (Attachment K) that are included with this solicitation must be completed and submitted with your Bid response. Failure to complete and submit the required certification and pricing material on the form(s) will render your Bid unacceptable under County law and the Bid will be rejected for non-responsiveness.

NOTE: The Wage Requirements for service contracts may change during the Contract period. The Contract price bid shall not adjust due to Wage increase or decrease.

1.33 County Held Harmless

It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths, and/or damages that may have occurred or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations that this Contract obligates them to perform and the Contractor hereby agrees to indemnify and hold the County harmless from any loss, cost damages, and other expenses suffered or incurred by the County by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public, and the property of others from any damages or injury resulting solely from the performance of their work.

1.34 Termination for Convenience

The performance of work under the Contract may be terminated by the County within thirty (30) days of written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. The County will pay the Contractor all compensation earned up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be paid any damages arising from such termination.

1.35 Termination for Default

If the Contractor fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall, at the County's option, become the County's property. The County will pay the Contractor all compensation earned up to the date of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages or deduct monies due the Contractor on this or other County contracts. Damages may include excess re-procurement costs.

1.36 Assignment

All covenants and agreements herein contained shall extend to and be obligatory on the successor and assignees of the Contractor, but the Contractor shall not assign the Contract or any payment to become due thereunder except with the prior consent of the Purchasing Agent. The County may terminate the Contract if the assignment is done without the Purchasing Agent's approval.

1.37 Personnel and Equipment

The Contractor represents it has in its employment or shall secure at its own expense, all personnel required to perform the services under this MSIFB. Such personnel shall not be the employees of, nor have any contractual relationship with the County. All services required hereunder shall be performed by the Contractor utilizing his/her own equipment or County approved equipment. All personnel engaged in the work shall be fully qualified, authorized, and licensed under the Federal, State and local laws to perform such services.

In addition, each Bidder shall supply a list of equipment (Attachment I) which it owns or intends to lease in the performance of the tasks under this solicitation. Failure to supply this information as requested may result in a rejection of the bid.

1.38 Subcontracting

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Contractor, must receive approval of the Purchasing Agent prior to any such undertaking. In the event a Bidder desires to subcontract some part of the work specified herein, the Bidder shall furnish with their proposal, the names, qualifications, and experience of their proposed subcontractors. The maximum percentage of work that may be performed by a subcontractor(s) is 90%. Subcontractors shall conform, in all respects, to the provision specified for the Bidder. The Bidder shall, however, remain fully liable and responsible for the work done by its subcontractors. The County may terminate the Contract if the subcontracting is done without the prior approval of the Purchasing Agent.

The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from a Contractor to a subcontractor, the Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to the Contractor.

Any contractor who violates the payment obligations set forth herein shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a Contractor being suspended or debarred.

The Contractor shall include in each of its subcontracts: (A) a payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven calendar (7) days out of such amounts as are paid to the Contractor by the County for such work performed under such contract; (B) an interest penalty clause which obligates the Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

Contractor are required to submit with their bid/price proposal executed copies of the Supplier Utilization Plan (Attachment E).

1.39 Contract Changes in the Interest of the County

The parties may, from time to time, propose changes in the Scope of Work to be performed by the Contractor. Material Scope of Work changes, report requirement changes, and budget revisions that increase or decrease the Contract's total compensation will be mutually agreed upon, in writing, by and between the County through CAP and the Contractor before they are considered Contract changes.

1.40 Interrupted Service

After an interruption caused by severe inclement weather or other disaster, the Contractor must be prepared to complete the work without unnecessary delays.

1.41 Safety Measures

Contractor shall take all necessary precautions for the safety of employees on the work and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workmen and public.

1.42 Inspection and Acceptance

The County's inspection and acceptance of contractual compliance will be accomplished by a representative from the County or designee. The name and contact information for this individual will be furnished by the County to the Contractor, in writing, prior to the commencement of the Contract period.

1.43 Performance

- 1.43.1 All work performed shall be of high quality in accordance with good practices, procedures, and industry standards. The Contractor must conform to all Federal, State, and Local laws and governmental regulations.
- 1.43.2 Should any damage to the County's property, public or private, or property adjacent to the County's property, be caused by the Contractor; the Contractor will be required to make repair(s). If the Contractor does not make repair(s) within a reasonable time, the County may make repairs or replacements of damaged property and deduct the cost from monies due the Contractor.
- 1.43.3 Work can be temporarily stopped in the field by the County representative or their designee because of inclement weather, lack of materials, safety violations or performance not in accordance with the Contract or other unforeseen circumstances that pose a hazard to the public, workers or the project.
- 1.43.4 The Contractor shall not use any materials or chemicals which may pose a physical or health hazard without receiving prior written approval from the County. Along with the written request for approval, the Contractor shall submit the manufacturer's specifications, a "Materials Safety Data Sheet" and any required Environmental Protection Agency (EPA) information on usage and handling.

1.44 OSHA Regulations, Bloodborne Pathogens

The Contractor shall, during the course of performance under the proposed contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to bloodborne pathogens and other potentially infectious materials. During the performance of the Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available to all employees who have occupational exposure, Hepatitis B vaccine and vaccination series and post exposure follow-up following exposure incidents.

1.45 County Responsibilities

The County's responsibilities under this Contract are as follows:

- A. The County shall provide an office space for the Inmate Religious Services program and security necessary for efficient operations, operating supplies and security as required to facilitate services described herein.
- B. The County shall provide custodial services, repair, and maintenance services to the facilities and utilities in the physical spaces provided for the Chaplaincy Program.
- C. The County shall provide only the equipment on-site at the start of the term and any other equipment that the County chooses to purchase and retain ownership of or chooses to replace or update.

1.46 Contract Dispute Resolution

Pursuant to provisions of Sections 10A-104 and 10A-107, of the County Code, the Purchasing Agent shall designate a "Contract Administrator" for all contracts with certain responsibilities incidental to the resolution of contract claims and disputes.

1.47 Quantity Estimates

The County's estimated annual expenditure for the requirement represents the County's best estimate, but the County assumes no liability in the event actual requirements do not materialize in the amounts estimated. Purchase orders may be issued from time-to-time during the term of the Contract or any extension thereof, if and when a need arises.

1.48 Protection of Existing Facilities

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by workmen and shall repair or replace, at their own expense, any damages caused by its employees or subcontractors within thirty (30) days of such damage.

1.49 Bid Bonds

When required, each Bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. See attached Paragraph 17, General Conditions and Instructions to Bidders (Attachment Y).

1.50 Performance Bond

If required, the Contractor shall furnish a performance bond in the amount of 10% of the total Contract amount, made out to Prince George's County, Maryland, prepared on an approved form furnished by the County, as security for the faithful performance of this Contract, within ten (10) days of notice of intent to award this Contract. The surety thereon must be authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign performance bonds must file with each bond a certified copy of their power of attorney to sign such bonds. An irrevocable letter of credit, irrevocable assignment of savings account, CDs, certified check, or money order made payable to Prince George's County, Maryland may be accepted in lieu of bond cited above.

1.51 Cleaning

The Contractor shall, at all times, keep the owner's premises clean of rubbish and upon completion of the work shall remove all tools, equipment, surplus materials, and leave the premise clean and ready for use daily.

1.52 Allowance of In-House Work

No section or portion of this Contract shall be construed or interpreted to preclude the County from accomplishing any task or undertaking of any operation or project utilizing its own work force.

1.53 Bid/Proposal Acceptance

The County reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this solicitation and to waive minor irregularities.

1.54 Economic Development

Under authority of the County Executive, Prince George's County-Based Small Businesses are encouraged to participate in the County's procurement process. The Prince George's County Government is committed to promoting economic development, expanding business opportunities, and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Prince George's County Economic Development Corporation. Information on the County's contracting process and procurement opportunities may be obtained through CAP.

1.55 Environmentally Preferred Purchasing Policy

Prince George's County is committed to procuring quality goods and services in a timely manner and reasonable cost that supports the County in meeting its sustainability goals. The County aims to improve work health, conserve natural resources, and prevent pollution through this activity. Environmental components to be considered include: recycled content and recyclability, energy efficiency, and the presence of undesirable materials in products, especially toxic chemicals, which are persistent and bio-accumulative. Environmental requirements related to sustainability and environmentally preferred purchasing goals will be embedded in County solicitations, where applicable, to services and goods being solicited for the County.

1.56 Clean Renewable Energy**1.57 Americans with Disabilities Act Requirements**

- 1.57.1. Prince George's County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal for access for persons with disabilities in employment, public accommodation, transportation, and all County programs, activities and services. County government Contractors, subcontractors, Contractors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this Contract acknowledges your commitment and compliance with ADA.
- 1.57.2. Prince George's County Government is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

1.58 Gifts

Bidders and Contractor must not make or offer to make a gift to a public employee as public employees are prohibited from accepting gifts under the Code of Ethics, Prince George's County Code Section 2-293(d).

1.59 Kickback

- 1.59.1. A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Contractor, a Contractor employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the County.
- 1.59.2. A person must not:
- a) Provide, attempt to provide, or offer to provide a kickback;
 - b) Solicit, accept, or attempt to accept a kickback;

- c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Contractor, or by the prime Contractor in the price charged by the prime Contractor, to the County; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory, or contractual requirement.

1.60 Provision for Other Agencies

Unless otherwise stipulated by the Bidder, the Bidder agrees when submitting their Bid that they will make available to all County agencies and departments, bi-County agencies, in-County municipalities, the resulting Contract in accordance with its terms and conditions, should any said department or agency wish to buy under this solicitation.

1.61 Sexual Harassment

Prince George's County Government is committed to providing a work environment that is free from discrimination, insults intimidation, and other forms for harassment. The County prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Contractor will be required to remove the offender from the job-site.

1.62 Contingency Fee Prohibition

The Contractor hereby represents they have not retained anyone to solicit or secure this Contract from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.

1.63 Drug and Alcohol Free Workplace

The Contractor warrants that the Contractor shall comply with the Drug Free Workplace Act of 1988 and that the Contractor shall remain in compliance throughout the term of the Contract.

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**SECTION 2 – SUPPLIER CERTIFICATION, PARTICIPATION,
PREFERENCE POINTS AND COMPLIANCE**

2.1 Supplier Certification

Contractors must be certified with SDDD by the Bid closing date unless automatically certified pursuant to County Code Section 10A-163(g) (Reducing redundant certifications). For questions or application status, SDDD may be contacted at (301) 883-6480. A list of current Certified MBEs, CBSB and CBBs can be found on SDDD's website at www.diversity.mypgc.us under the Resource tab. Definitions of each certified entity type are attached hereto as Attachment V.

2.2 Supplier Participation Requirements

2.2.1 This MSIFB contains a 0% required participation by Certified County-Based Small Business (CBSB).

2.2.2 The Contractor shall comply with the participation requirements of Section 10A-161, et seq. and 10A-136 of the County Code, which are incorporated by reference into this Contract. Implementation of these requirements, as applicable, is a legal obligation and failure to comply with the requirements constitutes a material breach of the Contract, which may result in suspension, debarment or cancellation of the Contract. The County will investigate any allegation that the Contractor, subcontractor or any other participating business is not in compliance with the participation requirements. Should an investigation result in a finding of merit in the allegations, the County may pursue legal/and or contractual remedies and impose a penalty, to include monetary fines of up to five percent (5%) of the value of the Contract for each violation, a cancellation of the Contract, or suspension and/or debarment of the Contractor.

2.2.3 Each Bidder's response to this MSIFB must include a Supplier Utilization Plan (Attachment E). The Supplier Utilization Plan certifies the percentage of the Contract's total value that will be subcontracted to suppliers throughout the full term of the Contract. Any change to the Supplier Utilization Plan during the term of the Contract must be approved by the Purchasing Agent. Compliance with the mandatory supplier participation percentages is a contractual requirement upon execution of award documents. The monitoring process for the program consists of the following components:

- For the entire duration of the Contract, the Contractor shall maintain no less than the participation percentages of certified CBSB and/or MBE set forth in the Supplier Utilization Plan submitted with the Contractor's Bid as approved.
- The Bidder that is awarded the Contract under this solicitation (the prime contractor) shall provide Monthly Reports to the Office of Central Services Compliance Unit (ocscontractcompliance@co.pg.md.us) using the Monthly Supplier Participation Report (Attachment W).
- The Office of Central Services Compliance Unit will review reports and take action if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted.
- Should compliance issues arise with meeting the participation requirement, Contractor agrees to consult the Office of Central Services Compliance Unit in an effort to cure the issues or challenges.
- Should the Contractor not be in position to find appropriate suppliers to maintain participation requirements, the Contractor should contact SDDD for assistance in finding appropriate vendors to satisfy participation requirements. A Contractor may request a waiver of the CBSB participation requirement. On a case by case basis, such a waiver request may be granted, if "best efforts" by the Contractor to comply have been demonstrated as prescribed Attachment F.
- At the discretion of the Purchasing Agent or the County Auditor, any Contractor given preference points or that is subject to participation requirements shall be subject to an audit of documents or other information deemed necessary by the Purchasing Agent or the County Auditor to verify compliance its Supplier Utilization Plan upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendor.

2.2.4 Failure to submit a Supplier Utilization Plan with a Bid will result in the Bid being deemed non-responsive.

SECTION 3 – SCOPE OF WORK**3.1 Background and Purpose**

It is the intent of Prince George's County Government ("County") to establish contracts with one or more qualified Contractors that possess the experience and proven record of providing quality religious services, counseling, and pastoral care to the inmates at the Department of Corrections.

3.2 Scope of Work Requirements

The County seeks to identify and obtain one or more qualified Contractors to provide religious services to the inmates housed in the Department of Corrections (DOC).

Services provided under this agreement shall not exceed \$30,000.00 annually.

The Contractor shall provide a Chaplain to coordinate and provide religious services, to include but not limited to, individual and group counseling, bereavement counseling, and special religious activities. The Chaplain shall be able to use volunteers to assist with religious services.

3.3 Bidder Requirements

- A. The Contractor shall provide inmates the opportunity to practice the religion of their choice and to assist in their spiritual growth by encouraging participation in religious programs subject to restrictions necessary to maintain security and custody.
- B. Contractor must have a minimum of three (3) years' experience of providing and managing religious services at a correctional facility with at least an average daily population of 750-1400 inmates.
- C. The Contractor shall ensure equal access and protection for all religions by maintaining community contacts to ensure that all religious needs are accommodated and strictly comply with all constitutional guidelines based on current litigations and Supreme Court rulings.
- D. The Contractor shall provide a Chaplaincy Supervisor to manage the DOC's agency Inmate Religious Services program and any staff employed to provide religious services. The Chaplaincy Supervisor must be available to the assigned DOC staff daily. The supervisor shall possess at least a Theology Degree, or Master of Arts Degree in Biblical Counseling/Master of Divinity Degree from an accredited institution or Certified Pastoral Education (CPE). Contractor must provide certification(s) with bid.
- E. Contractor shall possess current permits, licenses and professional credentials necessary to perform the chaplaincy services.
- F. The Contractor shall provide all staff necessary to operate the DOC's Inmate Religious Service Program. The Contractor staff shall be able to communicate with English and Spanish-speaking inmates.
- G. During all periods of absence by the Chaplaincy Supervisor, the Contractor agrees to and shall ensure that appropriate replacement staff and services are provided.
- H. The Contractor shall be required to submit a monthly invoice to the department's Support Services Division, to include the staff member name and monthly accounting of time.
- I. Each month, the Contractor shall provide a detailed report indicating the religious services offered and/or

requested; the volunteers assigned to the religious activity, if applicable and the type of activity, volunteers' reporting times to facility and other pertinent information as deemed necessary by the Division Chief of Inmate Services.

- J. The Contractor shall cooperate with the department's American Correctional Association (ACA) and Maryland Commission on Correctional Standards (MCCS) accreditation audits. The Contractor shall supply required documentation for these audits.
- K. The Contractor shall comply with the provisions of the Religious Land Use and Institutionalized Person Act, Title 42 - Public Health and Welfare, United States Code.
- L. If any disputes occur between DOC's employee (s) and Contractor's employees regarding departmental Policies & Procedures, work location and security measures shall be resolved by the Contractor employee utilizing the chain-of-command through the Inmate Services Division Chief or designee.

The Contractor employee(s) shall resolve disputes by following the chain-of- command through the Inmate Service Division Chief or his designee.

- M. The Contractor shall oversee and manage the development and provide an annual training session for volunteers. Training must be approved by Inmate Services Division Chief prior to implementation.
- N. The Contractor shall adhere to all departmental policies and procedures regarding the inmate religious service program.
- O. Contractor shall ensure religious services are provided, at a minimum, to the major religions: Christianity, to include Protestant/Catholicism services, Islamic, and Judaism. Contractor shall provide two dedicated staff members for the Islamic and Judaism religions. These staff members shall be actively practicing and representing the religion and shall work a minimum of 20 paid hours per month supporting the religious practice. **Contractor shall not be exempt from providing religious services outside of their preferred faith.**
- P. Contractor shall ensure any staff assigned to DOC shall be required to pass a background clearance, receive departmental approval and attend New Employees Security Orientation before the performance of any work can begin.
- Q. The Contractor shall adhere to all departmental policies and procedures regarding the inmate religious service program.

CHAPLAINCY SUPERVISOR RESPONSIBILITIES

- A. The Chaplaincy Supervisor shall have knowledge of and be able to provide, within the correctional facility the diverse holy books, rituals and applicable religious studies in accordance with the following primary religions of Christianity (Protestant/Catholic), Islam, and Judaism.
- B. The Chaplaincy Supervisor shall coordinate with the Inmate Services Division Chief or designee designated DOC representative to plan and schedule these ritual events: Bible Study, Ramadan, Catholic Masses and other religious activities identified by the facility.
- C. The Chaplaincy Supervisor shall provide direct services to the inmate population, to include, but not limited to, individual and group counseling, bereavement counseling and religious activities.
- D. The Chaplaincy Supervisor shall work with all recognized faiths and religious groups to recruit volunteers and Clergy visits to the facility.
- E. The Chaplaincy Supervisor shall maintain and monitor all aspects of the Inmate Religious Services program including but not limited to:
 - a. Conducting worship groups;
 - b. Organizing faith-based meetings;
 - c. Participating and assisting with faith-based events;
 - d. Religious counseling;
 - e. Tracking inmate religion disciplines
 - f. Processing religious material request from inmates;
 - g. Training and tracking volunteers; and
 - h. Reporting all religious activities to DOC
- F. The Chaplaincy Supervisor may be asked to participate in departmental funerals, academy graduations, promotional ceremonies and other departmental events.
- G. The Chaplaincy Supervisor shall take all reasonable and prudent measures necessary to assure the department that its office equipment and facility are being properly used and maintained according to equipment manufacturer's or department's prescribed maintenance.
- H. The Chaplaincy Supervisor shall not be denied access to any part of the jail facilities unless there is a clear and present danger to safety, the safety of others and/or a threat to security and the orderly operation of the facility.
- I. The Chaplaincy Supervisor shall be onsite at the department, Monday-Friday, twenty (20) hours per week and shall be on call, twenty-four (24) hours, seven (7) days a week for emergencies.

3.4 Insurance Requirements

3.4.1 General Insurance Requirements:

- (1) The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all of the insurance required hereunder and such insurance has been approved by the County; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors for Prince George's County will be granted only after submission to the Procurement Officer of original, signed certificates of insurance or, alternately, at the County's request, certified copies of the required insurance policies.
- (2) The Contractor shall require all subcontractors to maintain during the term of this Contract Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employers' Liability Insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.
- (3) All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to Prince George's County, Maryland."
- (4) No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor, or its surety if applicable, from any liability or obligation imposed upon either or both of them by the provision of the Contract.
- (5) Prince George's County, Maryland shall be named as an additional insured under the Commercial General and, if applicable, Umbrella or Excess Liability policy(ies), and the policy(ies) must be endorsed. Coverage afforded under this paragraph shall be primary.

The following definition of the term "County" applies to all policies issued under the Contract:

Prince George's County, Maryland and any affiliated or subsidiary Board, County, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, County, Committee, or Independent Agency is either a body politic created by Prince George's County, Maryland or one in which controlling interest is vested in Prince George's County, Maryland.

- (6) The Contractor shall indemnify and hold harmless the County, its officials, and employees, from any actual or alleged liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, error or negligence of the Contractor, part from the acts, errors or omissions of the Contractor, or any employee, agent or representative of the Contractor, in connection with or arising out of the performance of the Contract. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
- (7) The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the County.
- (8) Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any

time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- (9) The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.
- (10) Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- (11) Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- (12) If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Procurement Officer, may be considered. Written requests for consideration of alternate coverages must be received by the Procurement Officer at least ten working days prior to the date set for receipt of bids or proposals. If the County denies the request for alternate coverages, the specified coverages will be required to be submitted. If the County permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for receipt of bids or proposals.
- (13) All required insurance coverage's must be acquired from insurers that are licensed to do business in the State of Maryland and acceptable to the County.
- (14) The County will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

3.4.2 **INSURANCE REQUIREMENTS:** The Contractor shall provide the County with evidence of its Contractor's commercial insurance coverages for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor shall provide coverage for these exposures on an "if any basis." The coverage under such an insurance policy or policies shall have limits not less than:

<u>Worker's Compensation:</u>	<u>Statutory Limit's</u>
Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Contract; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 / \$3,000,000 per occurrence / aggregate
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PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000
MISCELANOUS PROFESSIONAL LIABILITY	\$1,000,000

Prince George’s County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the motor vehicle laws of the District of Columbia, Maryland or Virginia, and not covered under the Contractor’s aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
(Vehicle Liability)
\$1,000,000 Combined Single Limit

In addition, “Prince George’s County, Maryland” shall be designated as the Certificate Holder and as an Additional Insured of the Certificate of Insurance. Contract employees are not permitted to operate any vehicle owned by the Prince George’s County Government whether in commission of the Contract or outside of same.

3.4.3 SPECIAL PROVISIONS FOR INSURANCE:

- (1) The Contractor shall forward to the County Office of Risk Management a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the County and shall list the various coverage’s and limits. Insurance companies providing the coverage must be acceptable to the County, rated by A.M. Best and carry at least an “A” Rating VII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and shall be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the Contract, unless the County’s Office of Risk Management is given thirty (30) days written notice before any change or cancellation is made effective. If requested, the Contractor shall directly furnish the Risk Management Office with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the Contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Risk Management Office must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the County and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. The County’s approval or failure to disapprove insurance furnished by the Contractor shall not release the Contractor of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein, the County reserves the right to terminate this Contract.
- (5) The Contractor shall require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the County Office of Risk Management

prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this Contract.

- (6) In the event the required certificates of insurance as specified herein are not furnished prior to the execution of the Contract, the Contractor shall not be permitted to enter upon the property to perform the duties outlined in the Contract until all required insurance certificates or evidence of self-insurance has been received.

All certificates of insurance should be sent to:

**Prince George's County Maryland
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
Attn: Anthony Rose, Procurement Officer – Bid No.: S20-048**

3.5 Additional Responsibilities of Contractor

3.5.1 At its own expense, the Contractor shall:

- a. Obtain all necessary licenses and permits.
- b. Provide competent supervision.
- c. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the act, omission, error, fault and/or negligence of Contractor, its employees, agents and/or representatives.
- d. Perform the work without unnecessarily interfering with other contractors' work or County activities.
- e. Provide all necessary labor, equipment, materials, and supervision necessary to perform the work as required on a daily basis.
- f. Once a crew is mobilized to the work site, the work is expected to continue without interruption. Travel and set-up time shall be the responsibility of the Contractor and will not be paid for by the County. If the work is interrupted due to conditions outside the control of the Contractor, the Contractor shall immediately notify the County prior to work stoppage.

3.6 Invoicing

3.6.1 General

- a. All invoices for services shall be signed by the Contractor and submitted to the County authorized representative. All invoices shall include the following information:
 - Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number;
 - Contract number;
 - Purchase Order number(s);

- Detailed goods and/or services provided;
 - Amount due;
 - Location of work and name of site or subdivision;
 - Date work was performed and period of time covered; and
 - Number of units of service performed/provided multiplied by the unit bid price with the extended dollar amount.
- b. All prices and payments shall constitute full compensation for all contract work described herein. Unit prices are to include all labor, equipment, and mobilization/demobilization, necessary to complete the service, accepted and in operating condition.
- c. Partial performance is not acceptable. If appropriate, the County will, however, make deductions for incomplete work from the Contractor's invoices and make payment for completed work.
- d. Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
- e. The County reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the County with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also, see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by within 30 days following the month in which services were performed. Submit invoices to Prince George's County agency that has rendered services.

3.7 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent Contractor upon receipt of a Notice of Transition from the County. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the County in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Transition issued by the County.

3.8 Security Requirements

3.8.1 Employee Identification

- a. Each person who is an employee or agent of the Contractor or a subcontractor shall display his or her company ID badge at all times while on County premises. Upon request of authorized County personnel, each such employee or agent shall provide additional photo identification.
- b. At all times at any facility, the Contractor's personnel shall cooperate with County site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.8.2 Information Technology

- a. Contractors shall comply with and adhere to the County IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.

- b. The Contractor shall not connect any of its own equipment to a County LAN/WAN without prior written approval by the County. The Contractor shall complete any necessary paperwork as directed and coordinated with the County to obtain approval by the County to connect Contractor-owned equipment to a County LAN/WAN.

3.8.3 Criminal Background Check

The Contractor shall obtain from each individual assigned to work on the Contract a statement permitting a criminal background check. The administration/facility will obtain a criminal background check for each individual using a source of its choosing. The County reserves the right to reject any individual based upon the results of the background check.

SECTION 4 – BID SUBMITTALS AND EVALUATION**4.1 Technical Offer and Evaluation**

4.1.1 Transmittal Letter

A transmittal letter prepared on the bidder's business stationery shall accompany the Technical Response. The purpose of this letter is to transmit the Technical Response, therefore, it should be brief, but shall list all items contained within the response as defined below. The letter must be signed by an individual authorized to bind the bidder's firm to all statements contained in the Technical Response.

4.1.2 Signing of Form

The Technical Response and Priced Bid, if submitted by an individual, shall be signed by the individual, if submitted by a partnership, shall be signed by such member or members of the partnership as having authority to bind the partnership; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e., indicated by the word "Seal" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

4.1.3 Solicitation Bid Submittal

- a. The selection procedure for procurement of this contract requires that a review of the Technical Response of the bidder and Priced Bid is to be conducted by an Evaluation and Selection Committee. The Technical Response shall be typed.
- b. Delivery of Solicitation Bids shall be on or before the due date and time listed herein to the Contract Administration and Procurement Division at the address noted in Section 1 Information and Instructions to the bidders as the "The Issuing Office."

4.1.4 Technical Response

- a. The Technical Response should be prepared in a clear and concise manner. All response criteria detailed in the MSIFB solicitation must be addressed. The requirements for this Technical Response are listed in this section.
- b. Submit one (1) original hard copy and, (4) flash drives with a copy of the Technical Response. Technical Response shall be contained in a soft cover three-ring binder. Sheet size shall be 8-1/2" x 11". Supplemental information may be submitted as an appendix. Technical Responses shall be tabbed based on the Technical Response Criteria categories listed in this section.
- c. The Technical Responses must be submitted in a sealed envelope or box. The envelope or box shall have the bidder's name, the project name, and bid number prominently displayed.
- d. The following items shall be included in the Technical Response:
 1. Detailed responses to the Technical Criteria listed under the Section 4.1.6 entitled "Technical Response Criteria."
 2. Reciprocity. Out-of-state bidders are to include a copy of any policy or regulation regarding preferences its resident state gives to in-state bidders.
 3. Certifications and Affidavits (See Attachments A, B, and C).

NOTE: It is the bidder's responsibility to fully review the Solicitation Bid documents to ensure its Technical Response contains all requested information.

4.1.5 Licenses and Qualifications

- a. Copy of Bidder's Maryland State Business License.
- b. The County reserves the right to require that the bidder demonstrate that it has the skills and resources to satisfactorily perform the nature and magnitude of work required.
- c. Contractor's staff must be able to pass a security background check, upon award.

4.1.6 Technical Response Criteria

- A. The following information **must** be furnished in the Technical Response portion of the bids. Failure to include any of the information requested below in the bidder's Technical Response may result in the offer being considered non-responsive. The bidder is to complete its Technical Response in the same order as the criteria listed.
- B. The County will, prior to opening the Technical Response submittals, assign numerical weights (points) to each of the technical criteria requirements noted below. The numerical weight (points) will be assigned to assist the Evaluation and Selection Committee in determining the acceptability of each bidder. The total technical points available are 100.

1. Past Performance (35 Points)

All bidders shall provide one (1) copy of attested proof of past performance on ministry services with a correctional facility with an average daily population of 750 to 1250 inmates. The proof of the site where the job is performed must be verifiable with an authentic location address that is accessible.

2. Experience (30 points)

All bidders shall provide one (1) copy of proof of years of experience in business (i.e. at least three (3) years minimum experience shall be related to ministry service to a correctional facility

3. Key Personnel (15 Points)

The bidder should provide information regarding the experience, qualification and certification of the staff supporting the contract. The information provided should address the qualification of the ministry staff including degrees, and certifications. If ministry work is sub-contracted, the submission should include information about the sub-contractor and their staff.

4. Professional References (10 Points)

The evaluation team may contact any customer of the vendor, whether or not included in the vendor's reference list. References must be submitted via Attachment Q.

5. Cost Proposal (10 Points)

The bidder shall complete the chart in Attachment H, Bid Price Sheet, to indicate monthly rates. All Bid prices indicated on Attachment H are to be fully loaded prices that include all cost/expenses associated with the provision of services required by the MSIFB. The Bid price shall include, but is not limited to, all of the following, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in this solicitation. No other amounts shall be fully-loaded rates; no overtime amounts will be paid.

4.1.7 Priced Bid

- A. Included in your Technical Response, in a separate tabbed section of your Technical Response labeled as "Bid Price" you must submit the Bid Price Sheet (Attachment H) provided in this bid. Priced bids submitted in or on any other format will not be accepted. Do not amend, alter, or leave blank any items on the Bid Price Sheet or include additional clarifying or contingent language on or attached to the sheet. If option years are included, Bidders must submit Bids for each option year. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Contract Administration & Procurement Division (CAP).
- B. Bidder's Priced Bid shall include all costs associated with performance under this contract.
- C. The County intends to award this solicitation to the responsive, responsible bidder who has demonstrated that sufficient resources are dedicated and available and who has demonstrated its capabilities of providing the service to the satisfaction of the County.

4.1.8 Evaluation Procedure for Solicitation Bids

- a. Each response will be evaluated by the Evaluation and Selection Committee.

EVALUATION CRITERIA	WEIGHT FACTOR
• Past Performance	35
• Experience	30
• Key personnel	15
• Professional References	10
• Cost Proposal	10
• <i>Total Available Evaluation Points</i>	100

4.1.9 Business Preferences And Supplier Participation

- a. The following preference points system will be applied to the total evaluated scores in evaluating responses to this Solicitation:

Business Type	Where participation in the proposal by each type of certified firm is 45% or more add:
County-based small business	15%
County-based minority business enterprise	15%
County-based business	10%
Minority Business Enterprise or Disadvantage Business Enterprise	5%
County-located business	3%

- b. **Cumulative Preference Points.** A proposal that includes the participation of two or more firms that are certified as the same business type and whose cumulative participation is at least 45% will receive the applicable preference points.
- c. **Additional Preference Points.** A proposal that has received preference points and achieves an additional 45% participation in one of the business types listed above shall be eligible to receive additional preference points applicable to that business type.
- d. **Limitations.** A certified firm's participation in a proposal shall not be counted toward preference points for more than one business type listed above. Where a certified firm qualifies for multiple business types, the certified firm shall receive preference points for the highest scoring certified business type for which it qualifies. No single certified firm can receive more than 15% percentage points in any one proposal.
- e. **Documentation of Supplier Participation:** Offerors must document Supplier Participation by completing the Supplier Utilization Forms (Form Nos. 2 and 3). For the entire duration of the Contract, the Contractor shall maintain the participation percentages of the certified firms as set forth in the Supplier Utilization Plan submitted with the Offeror's proposal as approved.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

MSIFB ATTACHMENTS

ATTACHMENT A – Bid/Proposal Affidavit. This Attachment must be completed and submitted with the Bid.

ATTACHMENT B – Bidder/Offer Statement of Ownership. This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT C – Vendor’s Oath and Certification. This Attachment must be completed and submitted with the Bid.

ATTACHMENT D – Supplier Participation Certification and Acknowledgement. This Attachment must be completed and submitted with the Bid.

ATTACHMENT E – Supplier Utilization Plan. All Parts (Parts 1, 2, 3 and 4) of this Attachment must be properly completed and submitted with the Bidder’s Bid or the Bid will be deemed non-responsive and rejected.

ATTACHMENT F - Certification of Contractor’s Best Efforts. This Attachment must be completed and submitted by the awardee if at any time during term of the awarded contract the awardee is not in compliance or is unable to comply with the supplier participation requirements of the MSIFB.

ATTACHMENT G – Bid Price Instructions. The Bid Price Instructions must be complied with.

ATTACHMENT H – Bid Price Sheet. This Attachment must be completed and submitted with the Bid.

ATTACHMENT I – Equipment List. This Attachment must be completed and submitted with the Bid only where applicable.

ATTACHMENT J - Wage Requirements for County Service Contracts. This Attachment must be completed and submitted with the Bid as instructed in the Attachment.

ATTACHMENT K – 501(c)(3) Nonprofit Organization’s Employees’ Wage and Health Insurance Form-Prince George’s County Code, Section 10A-144. This Attachment must be completed and submitted with the Bid only where applicable.

ATTACHMENT L – Mid-Atlantic Purchasing Team Rider – If applicable, this Attachment must be completed and submitted with the Bid.

ATTACHMENT M – Statement Regarding Compliance with Resident Hiring Goals on Existing Contracts at Renewal or Extension.

ATTACHMENT N – First Source and Local Hiring Agreement –This Attachment must be completed and submitted with the Bid.

ATTACHMENT O – First Source and Local Hiring Agreement Compliance Report - The Contractor must submit this attachment to the Prince George’s County Economic Development Corporation’s Workforce Services Division by the fifth business day of every month.

ATTACHMENT P – Certificate of Compliance regarding Fair Labor Standards Act – This Attachment must be completed and submitted with the Bid.

ATTACHMENT Q – Professional References – This Attachment must be completed and submitted with the Bid.

ATTACHMENT R – Welfare to Work Initiative Form - This Attachment must be completed and submitted with the Bid

ATTACHMENT S– Clean Renewable Energy Technology Feasibility Assessment

ATTACHMENT T – Certification of Assurance of Compliance Regarding Suspension and Debarment - This Attachment must be completed and submitted with the Bid

ATTACHMENT U– Notice Under the Americans with Disabilities Act

ATTACHMENT V– Definitions of Certified Businesses

MSIFB ATTACHMENTS (continued)

ATTACHMENT W – Monthly Supplier Participation Report - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit each month during the term of the awarded contract.

ATTACHMENT X - Request for Modification of Supplier Utilization Plan - This Attachment must be completed and submitted to the Office of Central Service Compliance Unit if at any time during the term of the awarded contract the Contractor has reason to know that the supplier participation requirements are not or may soon not, be met.

ATTACHMENT Y – General Conditions and Instructions to Bidders

ATTACHMENT A – BID/PROPOSAL AFFIDAVIT

BID/PROPOSAL AFFIDAVIT

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

Part I: I HEREBY AFFIRM THAT:

- 1. The business named below is a (Maryland ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state]

- 2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

- 1. I have complied with the applicable tax filing and licensing requirements of Prince George’s County, Maryland.
- 2. The filing information is true and correct concerning tax compliance for
The past _____ years. _____ Current _____ Not Current _____

Prince George’s County reserves the right to verify the above information with the appropriate government authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

(Printed or Typed Name)

Form: Certification -Tax 12//03

SUBMIT THIS AFFIDAVIT WITH BID

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from Prince George's County.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

_____	_____	_____
City and State	Zip Code	Bus. Phone w/area code

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business. (Please attach separate sheet as necessary.)

Name	Business Address	Residence Address
------	------------------	-------------------

Corporate Business Entities

Is the corporation listed on a national securities exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices. (Please attach separate sheet as necessary.)

	Residence		Date Office
Name	Office	Business/Address	Assumed

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any). (Please attached separate sheet as necessary.)

	Residence	Date	
Name	Business/Address	Office Assumed	Date Term of Office Expires

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)

- 6. List the names and residence addresses of all individuals owning at least 10% of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class. (Please attach separate sheet as necessary.)

Name

Residence Address

This Financial Disclosure Statement has been prepared by _____

_____ on this _____ day of _____, 20__.

Signed by Preparer

PART “B” - BIDDER’S QUALIFICATION STATEMENT

Part B is Bidder’s Qualification Affidavit of “No Conviction” for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article. This signed form must be submitted with the Bid.

- 1. I am the _____ of _____ a party interested in obtaining a contract with Prince George’s County under conditions set forth in documents for Bid No. _____.
- 2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);
- 3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am the
Name (Printed)

_____ of _____ and
Title and Office Business Entity

that _____ who signed the above Affidavit.
Name (Printed)

ATTACHMENT B – BIDDER/OFFEROR STATEMENT OF OWNERSHIP (continued)

_____ is the _____ of said entity; that I know his/her
(Name) (Title)

Signature, and his/her signature thereto is genuine; and that the above Affidavit and Statement of Ownership was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

_____ (SEAL)
(Name Printed)

_____ (SEAL)
(Signature)

_____ (SEAL)
Corporate Seal (as applicable)

SUBMIT THIS FORM WITH BID

ATTACHMENT C – VENDOR’S OATH

VENDOR’S OATH AND CERTIFICATION

Pursuant to Subtitle 10, Section 10A-110 of the Prince George’s County Regulations, the Purchasing Agent requests as a matter of law that any Contractor receiving a contract or award from Prince George’s County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

“I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this Contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George’s County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the Contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George’s County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this Contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George’s County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Printed Name: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT D – SUPPLIER PARTICIPATION CERTIFICATION AND ACKNOWLEDGEMENT

The County requires a business entity, when responding to a solicitation, to provide a signed certification and acknowledgement statement to comply with mandatory Minority Business Enterprise (MBE) and/or Certified County-Based Small Business (CBSB) requirements as set forth in this solicitation and any resultant contract with the County. In addition, Bidders are required to submit a Supplier Utilization Form to identify the contractors they intend to have perform services under the awarded contract. In the event the subcontractor(s) needs to be substituted, the prime Contractor must submit a Request for Modification of Supplier Utilization Plan to the Procurement Officer. The prime Contractor must utilize best efforts in securing MBE and/or CBSB subcontractor(s) to perform services under any contract with the County that contains supplier participation requirements or goals. The prime Contractor may contact the Office of Central Services' Supplier Development & Diversity Division for assistance with securing subcontractors to meet the prescribed MBE and/or CBSB requirements. If during the term of a contract the prime Contractor is unable to maintain the required MBE and/or CBSB participation, the prime Contractor must submit the best efforts form located below. Submission of this form must detail the efforts taken by the prime Contractor to secure a subcontractor(s) to meet their required participation. All forms, along with instructions, are attached to this solicitation.

**Certification and Acknowledgement
of Prince George's County Supplier Participation Requirements**

Bidder submits this certification form and certifies that under any resultant contract under MSIFB NO.: _____ **for** _____, **Bidder shall adhere to the following:**

- a) The mandatory Minority Business Enterprise (MBE) requirements set forth in this MSIFB of at least _____% mandatory participation of MBE(s); and**
- b) The mandatory County-Based Small Business (CBSB) requirements set forth in County Code Section 10A-160 of at least _____% mandatory participation of CBSB(s).**

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN

PART 1

Prime Contractor Name: _____ Total Bid Amount: _____

Prime Contact Name: _____

Prime Contact Information (Phone Number/Email Address): _____

Certification Type			
NCB	Non- Certified Business	MBE	Minority Business Enterprise
CBB	County-based Business	CBMBE	County-based Minority Business Enterprise
CBSB	County-based Small Business	CLB	County-located Business
DBE	Disadvantaged Business Enterprise		

See Attachment V for Definitions of Certified Businesses

WORK TO BE PERFORMED BY BIDDER									
Prime Contractor	Check the appropriate Certification Type(s)						Certification # (if applicable)	% Self Performed	\$ Self Performed
	NCB	CBB	CBSB	MBE	CBMBE	CLB			

Total Value of CBSB Participation: _____ Total Value of MBE Participation: _____

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 2

WORK TO BE PERFORMED BY SUBCONTRACTORS AND THEIR SUBCONTRACTORS											
Subcontractor Name	Certification Type (if any) Check all certification categories that apply							Certification # (if applicable)	Description of Work	% Work Performed	\$ Work Performed
	NCB	CBB	CBSB	MBE	CBMBE	CLB	DBE				

***These Percentages should include both the work being self-performed by the prime contractor and subcontractors.**

TOTAL NCB %:		TOTAL MBE %:	
TOTAL CBB %:		TOTAL CMBE %:	
TOTAL CBSB %:		TOTAL CLB %:	
TOTAL DBE %:			

The undersigned acknowledges that under-utilization or failure to utilize the subcontractors listed on this Supplier Utilization Plan may adversely affect award.

Signature: _____

Date: _____

Authorized signatory of Contractor

Printed Name: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 3

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN

We certify that in the event _____ (“Bidder”) is awarded a contract under
(Insert Bidder Name)

IFB NO. _____ for _____,

Bidder and _____ (“CBSB Subcontractor”) intend to enter into a contract by
(Insert CBSB Subcontractor Name)

which CBSB Subcontractor shall perform the work identified in Part 2 of this Supplier Utilization Plan where CBSB Subcontracted is identified. Bidder will require CBSB Subcontractor to post the following bonds (if applicable):

- | | |
|-----------|-------------|
| 1. _____ | 2. _____ |
| Bond type | Bond amount |
| | |
| Bond type | Bond amount |

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. Any subcontractor who intends to use lower tier subcontractors is responsible for the same requirements and interest penalties for payment to its lower tier subcontractors after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

BIDDER SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

CBSB SUBCONTRACTOR SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT E – SUPPLIER UTILIZATION PLAN (continued)

PART 4

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF BIDDER’S COUNTY-BASED SMALL BUSINESS SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT COUNTY BASED SMALL BUSINESSES

We certify that in the event _____ (“Bidder ”) is awarded a contract under MSIFB No. _____ for _____, Bidder’s CBSB Subcontractor _____ (“CBSB Subcontractor”) intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

Non-CBSB Entity Name	Description of Work	Value (\$) of Work	Bonding Required (if applicable)	Signature of Non-CBSB Subcontractor’s Principal
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: \$ _____	By: _____ Print Name: _____ Date: _____
Total \$ Value of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities:\$ _____				

LIST ADDITIONAL NON-CBSB SUBCONTRACTORS ON A SEPARATE COPY OF THIS SHEET AND SUBMIT THIS FORM WITH BID

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS

CERTIFICATION OF CONTRACTOR’S BEST EFFORTS TO MEET THE COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS

General

If, for any reason, during the term of the Contract awarded under this MSIFB, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this MSIFB, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
 - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
 - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

Definition

“Best Efforts” means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

I. Statement of Best Efforts to Select Minority Business Enterprises

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: (a) a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and (b) an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates.

Name	Address	Telephone Number	Date

ATTACHMENT F – CERTIFICATION OF CONTRACTOR’S BEST EFFORTS (continued)

Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable MBEs and/or CBSBs

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Contractor

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name) _____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor’s Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

Signature:
Contractor Authorized Representative

STATE OF MARYLAND COUNTY
OF (_____)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of _____.
(Contractor Firm Name)

[Affix notary seal here] Notary Public

My commission expires:

ATTACHMENT G – BID PRICE INSTRUCTIONS

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the County will pay for the specific item or service identified in this MSIFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., \$0.344 shall be \$0.34 and \$0.345 shall be \$0.35.
- D) Any goods or services required through this MSIFB and proposed by the Contractor at No Cost to the County must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in Chapter XIV, Section M of the Prince George's County Procurement Regulations, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the County and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the MSIFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the MSIFB. The Bid price shall include, but is not limited to, all of the following: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in this solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the MSIFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The County does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the County.

ATTACHMENT H – BID PRICE SHEET

I/We, the undersigned, having carefully read and fully understood the scope of work, propose to provide the required service in accordance with the terms, conditions and specifications of the MSIFB for the price(s) stated below:

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT PER MONTH</u>	<u>NUMBER OF MONTHS</u>	<u>ANNUAL TOTAL</u>
01.	Ministry Services	\$ _____	x <u>12</u>	\$ _____

BID SUBMITTED BY: _____ DATE: _____

BID Prepared By (Name of Company Representative): _____

TITLE: _____ DATE: _____

EMAIL: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ATTACHMENT H – BID PRICE SHEET – (continued)

MASTERCARD CREDIT CARD ACCEPTANCE: The Prince George’s County Government is engaged in a MasterCard purchasing card program and may use, at its option, MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please indicate whether or not your company will (at the option of the County) accept payments via MasterCard.

Will Accept MasterCard Payments: ____ **Will Not Accept MasterCard Payments:** ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Wage Requirements for Service Contracts

1. This solicitation is subject to the County’s Wage requirements law for service contracts under Subtitle 10A-144 of the Prince George’s County Code. The “Wage Requirements Certification” and, if applicable, the “501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form” included with this solicitation must be completed and submitted with your Bid response.

Failure to complete and submit with your Bid the required certification and pricing material on the form(s) included in this solicitation, as applicable, will render your Bid unacceptable under County law and the Bid will be rejected for non-responsiveness.

2. A County contract for the procurement of services must require the Contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular contractors in accordance with County Code Section 10A-144(b) and for particular employees in accordance with Section 10A-144(f).
3. If any federal, State or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
4. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must perform the following: specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the Contract and any health insurance the organization intends to provide to those employees.
5. A Contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent Contractor, to avoid the imposition of any requirements in Section 10A-144.
6. Each Contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements and send a copy of each such notice to the County Purchasing Agent.
7. An employer must comply with Section 10A-144 during the initial term of the Contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County’s Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
8. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.
9. The County may access to the Contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

remedies available to the County. The Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.

10. The Purchasing Agent may conduct random audits to assure compliance with Section 10A-144. The Purchasing Agent may conduct an on-site inspection(s) for the purpose of determining compliance.
11. If the Contractor fails, upon request by the Purchasing Agent, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Purchasing Agent, the Contractor is in breach of this Contract. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted in Paragraph 9 (above), in addition to any other remedies to the County. Contractor and County acknowledge that damages that would result to the County as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the Contractor.

ATTACHMENT J – WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS (continued)

Prince George’s County Code Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

Telephone No.: _____ Fax: _____ E-Mail: _____

Wage Rate Effective July 1, 2019 through June 30, 2020 \$14.70 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as a Bidder, are awarded the Contract and become “Contractor.”

1. Wage Requirements Compliance

- This Contractor, as a “covered employer,” will comply with the requirements under County Code Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

2. Exemption Status (if applicable)

This Contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- A Contractor who employs fewer than ten employees when the Contractor submits a bid or proposal and will continue to be exempt as long as the Contractor does not employ ten (10) or more employees at any time the Contract is in effect. Section 10A-144(b)(1).
- A Contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County in the next 12-month period. Section 10A-144(b)(2)(A) and (B).
- A public entity. Section 10A-144(b)(3).
 - A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 10A-144(b)(4). (Must complete Item 3 below).
 - An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144(b)(7). (Must specify the law or furnish a copy of the contract or grant.)

A Contractor who has entered into a participation agreement under Section 10A-141. Section 10A-144(b)(8).

3. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)

- This Contractor is a nonprofit organization that is exempt from coverage under Section 10A-144(b)(4).

ATTACHMENT J – WAGE REQUIREMENTS FOR SERVICE CONTRACTS (continued)

Accordingly, the Contractor has completed the 501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form, which is attached. See Section 10A-144(c)(2).

4. Nonprofit’s Comparison Price(s)

- This Contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the form on which it states its cost proposal or format that is contained in the MSIFB, and is submitting on this duplicate form its cost(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organization’s comparison cost”. In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144(c)(2).

5. Wage Requirements Reduction

- This Contractor is a “covered employer” and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer’s share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer’s share of the premium for that insurance is: \$_____. See Section 10A-144 (d)(1) and (2).

CONTRACTOR CERTIFICATION	
<p>Contractor Signature: Contractor submits this certification form in accordance with Section 10A-144 of the Prince George’s County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, shall adhere to all requirements of Section 10A-144.</p>	
<p>_____</p> <p>Signature: Authorized Corporate, Partner, or Proprietor</p>	
<p>_____</p> <p>Date</p>	
<p>_____</p> <p>Typed/Printed Name of Signatory</p>	<p>_____</p> <p>Title of Authorized Signatory</p>
<p>Name of person designated by your firm to monitor your company’s compliance with the County’s Wage Requirements:</p>	
<p>Name: _____</p>	
<p>Title: _____</p>	
<p>Phone: _____</p>	

SUBMIT THIS CERTIFICATION WITH BID

ATTACHMENT K – 501(C) (3) NONPROFIT ORGANIZATION’S EMPLOYEE’S WAGE AND HEALTH INSURANCE FORM, PRINCE GEORGE’S COUNTY CODE SECTION 10A-144

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____ E-Mail: _____

Please provide below the employee labor category of all employee(s) that will perform direct measurable work under the Contract, the hourly wage the organization pays for that employee labor category and any health insurance the organization intends to provide for that employee labor category.

***IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE “NONE”.**

Employee Labor Category	Wage Per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g., ABC Insurer, Inc., HMO Medical and Dental)

SUBMIT THIS FORM WITH BID

ATTACHMENT L – MID-ATLANTIC PURCHASING TEAM RIDER

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID –ATLANTIC PURCHASING TEAM RIDER

EXTENSION TO OTHER JURISDICTIONS

Prince George’s County, Maryland extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of this solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification and/or, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Mid-Atlantic Purchasing Team:

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Alexandria, Virginia <input type="checkbox"/> Alexandria Public Schools <input type="checkbox"/> Alexandria Sanitation Authority <input type="checkbox"/> Arlington County, Virginia <input type="checkbox"/> Arlington County Public Schools <input type="checkbox"/> Bladensburg, Maryland <input type="checkbox"/> Bowie, Maryland <input type="checkbox"/> BRPC <input type="checkbox"/> Charles County Public Schools <input type="checkbox"/> College Park, Maryland <input type="checkbox"/> City of Fredericksburg <input type="checkbox"/> College Park, Maryland <input type="checkbox"/> District of Columbia Government <input type="checkbox"/> District of Columbia Public Schools <input type="checkbox"/> District of Columbia Water & Sewer Auth. <input type="checkbox"/> Fairfax, Virginia <input type="checkbox"/> Fairfax County, Virginia <input type="checkbox"/> Prince William County Service Authority <input type="checkbox"/> Fairfax County Water Authority <input type="checkbox"/> Falls Church, Virginia <input type="checkbox"/> Fauquier County Schools & Government <input type="checkbox"/> Frederick, Maryland <input type="checkbox"/> Frederick County, Maryland <input type="checkbox"/> Gaithersburg, Maryland <input type="checkbox"/> Greenbelt, Maryland <input type="checkbox"/> Herndon, Virginia <input type="checkbox"/> Leesburg, Virginia <input type="checkbox"/> Loudoun County, Virginia <input type="checkbox"/> Loudoun County Public Schools <input type="checkbox"/> Loudoun County Water Authority | <ul style="list-style-type: none"> <input type="checkbox"/> City of Manassas Public Schools <input type="checkbox"/> Manassas Virginia <input type="checkbox"/> Manassas Park, Virginia <input type="checkbox"/> Maryland-National Capital Park & Planning Comm <input type="checkbox"/> Maryland Department of Transportation <input type="checkbox"/> Metropolitan Washington Airports Authority <input type="checkbox"/> Metropolitan Washington Council of Governments <input type="checkbox"/> Montgomery College <input type="checkbox"/> Montgomery County, Maryland <input type="checkbox"/> Montgomery County Public Schools <input type="checkbox"/> Northern Virginia Community College <input type="checkbox"/> Prince George’s Community College <input type="checkbox"/> Prince George’s County, Maryland <input type="checkbox"/> Prince George’s Public Schools <input type="checkbox"/> Prince William County, Virginia <input type="checkbox"/> Prince William County Public Schools <input type="checkbox"/> Rockville, Maryland <input type="checkbox"/> Intentionally Left Blank <input type="checkbox"/> Spotsylvania County <input type="checkbox"/> Spotsylvania County Government & Schools <input type="checkbox"/> Stafford County, Virginia <input type="checkbox"/> Takoma Park, Maryland <input type="checkbox"/> Upper Occoquan Service Authority <input type="checkbox"/> Vienna, Virginia <input type="checkbox"/> Washington Metropolitan Area Transit Authority <input type="checkbox"/> Washington Suburban Sanitary Commission <input type="checkbox"/> Winchester, Virginia <input type="checkbox"/> Winchester Public Schools |
|--|--|

ATTACHMENT M – STATEMENT REGARDING COMPLIANCE WITH RESIDENT HIRING GOALS ON EXISTING CONTRACTS AT RENEWAL OR EXTENSION

For any existing contract or agreement for a procurement funded by a County agency or the County government, including any existing multiyear contract or extended contract, the Purchasing Agent shall require the inclusion of a condition in the Contract or agreement requiring best efforts to meet the annual County resident hiring goals Pursuant to Prince George’s County Code Section 10A-169 (f) at the time of any contemplated exercise of an option, extension, or renewal, including automatic extensions or renewal (e.g. “evergreen” contracts or agreements), or the Contract or agreement shall not be renewed or extended by the County government or County agency.

ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT

Pursuant to Prince George’s County Code Section 10A-169, the Contractor agrees to the following provisions as a condition to their contract with Prince George’s County:

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry;
- C) Contractor shall submit to the Prince George’s County Economic Development Corporation’s Workforce Services Division and the Purchasing Agent by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
 - (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of jobs openings listed with the Prince George’s County Economic Development Corporation’s Workforce Services Division;
 - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and
 - (B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires and cumulative work hours by County residents; and
 - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and
 - (B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires and cumulative employee hours worked, including, for each employee:
 - (i) Name;
 - (ii) Job title;
 - (iii) Hire date;
 - (iv) Residence; and
 - (v) Referral source for all new hires.

ATTACHMENT N – FIRST SOURCE AND LOCAL HIRING AGREEMENT (continued)

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George’s County Economic Development Corporation’s Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.

- (E) The Purchasing Agent requires “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring “best efforts” to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

Signature: Authorized Corporate Officer/Partner or Proprietor **Date**

Typed/Printed Name of Signatory **Title of Authorized Signatory**

Name of person designated by your firm to monitor your company’s compliance with the First Source and Local Hiring agreement:

Name: _____

Title: _____

Phone: _____ **Email:** _____

SUBMIT THIS FORM WITH BID

ATTACHMENT O – FIRST SOURCE AND LOCAL HIRING AGREEMENT COMPLIANCE REPORT

Instructions: This report must be submitted electronically to Employ Prince George's County, EmployPG@co.pg.md.us and the Purchasing Agent, OCSCContractCompliance@co.pg.md.us by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement. The calendar year is July 1 through June 30th. After the first report, if no changes occur write "Same".

Part I

Number of employees needed for the Project	Number of current employees transferred	Number of new job openings created	Number of job openings listed with the EDC

PART II (Project Employment of County Residents Only During Previous Month)

For the *reporting period* (during the previous month), the total number of County residents employed, number of new County resident hires and total hours worked by County residents

Total number of County residents employed on the project (including new hires)	Total hours worked by County residents

PART III (Project Employment of County Residents During the Calendar Year)

For the *calendar year*, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents

Cumulative County resident hires	Cumulative work hours by County residents

PART IV (All Individuals Employed on the Project During the Previous Month)

For the *reporting period* (during the previous month), the total number of employees employed, including new hires, and total employee hours worked, and

Current Project employee hires	Current work hours by project employees

PART V (All Individuals Employed on the Project During the Calendar Year)

For the *calendar year*, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked

Cumulative Project Employees	Cumulative New Hires	Cumulative employee hours worked on the Project

ATTACHMENT P – CERTIFICATE OF COMPLIANCE REGARDING FAIR LABOR STANDARDS ACT

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of Bidders or prospective Contractors receiving a contract or award from Prince George’s County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) hereby certify that our firm, as producer of the goods to be purchased by Prince George’s County, Maryland, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

P.G.C. Form #4318
(Rev. 12/93)

SUBMIT THIS FORM WITH BID

ATTACHMENT Q – PROFESSIONAL REFERENCES

Bidder must provide three (3) Professional References for the Prime Contractor only. Professional references shall concern services similar to those in the applicable functional area provided within the last five (5) years.

Name of Prime Contractor: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

Name of Reference: _____

Address of Reference: _____

Contact Name: _____ Contact Phone: _____

Contact email address: _____

Description of Goods/Services Provided: _____

Contract Date and Term: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT R – WELFARE TO WORK INITIATIVE FORM

WELFARE TO WORK INITIATIVE: The Prince George’s County Government actively supports provisions of the Welfare Innovation Act of 1996. Contractors responding to this solicitation are encouraged to hire persons enrolled in the “Resource Initiative for Self-Empowerment” Program as part of their Bid. Bidders interested in additional information on the welfare to work effort should contact the Prince George’s County Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.

Please indicate below your interest in participating in the Welfare to Work Initiative:

Will Seek Participation: ____ Not Interested: ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT S – CLEAN RENEWABLE ENERGY

Clean Renewable Energy Technology Feasibility Assessment Guidance Document

The Clean Renewable Energy Technology in Public Buildings law requires the County to construct new public buildings and all major renovations of existing public buildings to incorporate a minimum of one kilowatt of solar electricity generation (i.e., solar PV), geothermal heating and cooling, solar hot water/solar thermal, or wind generation for every one thousand **(1,000) square feet of gross floor area**. Clean renewable energy technology shall also include passive solar energy generation that reduces energy use from other sources **by at least 20%**.

A project feasibility assessment shall be performed to determine whether the new construction project or major renovation of a public building can be built or retrofitted with the aforementioned technologies. The following outlines the minimum information the design team should include in the Clean Renewable Energy Technology Feasibility Assessment.

General Assessment Requirements

- Overview of the construction project
- Final recommendation(s) and statement supporting the recommendation(s)
- Existing or proposed energy consumption (kwh & therms) of the building
- Explanation of energy assumptions utilized in the assessment
- Explanation of any site related challenges such as low wind speed, limited access to sunlight, etc.

Technical Requirements

- The assessment must include an evaluation of the following technologies: solar hot water/solar thermal, wind, solar PV, geothermal heating & cooling, and passive solar design

KEY FACTORS TO CONSIDER WHEN RECOMMENDING A TECHNOLOGY

- The law stipulates the installed technology should have a 15 year payback
- Total cost of installation of the selected technology (including the cost to perform the assessment) should not exceed 2% of the total project cost
- Life and safety issues should be considered
- Consider overall cost avoidance
- Consider overall energy savings in kWh and therms
- Consider overall reduction in carbon dioxide equivalent (CO₂e) emissions

For each technology aforementioned, an estimate of the following shall be provided:

- Initial cost of the system and associated components
- Replacement cost & year of occurrence
- Maintenance cost
- Avoided or offset of electricity cost
- Avoided or offset of water cost (if applicable)
- Avoided or offset of gas cost (if applicable)
- Avoided carbon dioxide emissions (CO₂ equivalent) in pounds and tons
- Any energy related cost to operate the technology/system (e.g. associated pumps, fuel)
- Energy savings in kWh, therms and/or BTUs
- Simple Payback (15 yrs. or less)
- Return on Investment (annually)

For passive solar design, please describe the design features and percent reduction in energy consumption below the energy baseline in kWh and/or therms

The goal is to select the most energy-efficient and environmental beneficial technology while balancing financial constraints.

**ATTACHMENT T – CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING
SUSPENSION AND DEBARMENT**

General

In accordance with the common rule implementing Executive Orders 12549 and 12689, the implementing rules and regulations thereof, a Certification of Compliance with the Rule for Suspension and Debarment is required of bidders or prospective Contractors receiving a contract or award from Prince George’s County, Maryland. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by Prince George’s County, Maryland, has complied with all applicable requirements of the Nonprocurement Common Rule For Debarment And Suspension.

Name: _____

Title: _____

Firm Name: _____

Signature: _____ Date: _____

Verification by County Agent

On _____ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Signature: _____ Date: _____

SUBMIT THIS FORM WITH BID

ATTACHMENT U – NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT



**PRINCE GEORGE'S COUNTY GOVERNMENT
DEPARTMENT OF FAMILY SERVICES
(301) 265-8450 / MARYLAND RELAY 711**



Rushern L. Baker, III
County Executive

**NOTICE UNDER
THE AMERICANS WITH DISABILITIES ACT**

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

Employment: The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

Effective Communication: The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision limitations.

Modifications to Policies and Procedures: The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the County's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a County program, service, or activity is not accessible to persons with disabilities, please direct your complaint to the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES

The business entities defined below are established only where the entity obtains certification from SDDD and the certification is current (not expired) as of the closing date of the solicitation.

- 1) **County-Based Business (CBB):** A SDDD certified business that:
 - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the County;
 - b. Files a written certificate that the business is not delinquent in the payment of any County taxes, charges, fees, rents or claims;
 - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months;
 - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
 - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the County, as its principal place of operation; and
 - f. Files documentation showing that:
 - i. More than fifty percent (50%) of the business' full-time employees are County residents; or
 - ii. The owners of more than fifty percent (50%) of the business are County residents; or
 - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the County; or
 - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the County.

- 2) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
 - a. a County-Based Business; and
 - i. a MDOT Small Business (as defined herein); or
 - ii. a SBA Small Business (as defined herein).

- 3) **County-Located Business (CLB):** A SDDD certified business that:
 - a. has a County office, but is not a County-based business; and
 - b. either:
 - i. has at least five (5) FTE ("full-time equivalent") employees in the County office for the full duration of the County office's lease; or
 - ii. has at least three (3) FTE employees in the County office, with at least two (2) of the FTE employees being County residents, for the full duration of the County office's lease; or
 - iii. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business's ownership interest in the building.

- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
 - a. It is independently owned and operated
 - b. It is not a subsidiary of another firm;
 - c. It is not dominant in its field of operation;
 - d. With respect to employees, either:
 - i. Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - ii. Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - iii. Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - iv. Its service operations did not employ more than 100 persons in its most recently completed 3

- fiscal years;
 - v. Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - vi. Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
 - e. With respect to gross sales:
 - i. The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - ii. The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - iii. The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - iv. The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - v. The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - vi. The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
- 5) **Minority Business Enterprise (MBE):** An SDDD certified business:
 - a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
 - c. Which has been certified by SDDD.
- 6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
 - a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
 - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - f. Females, regardless of race, ethnicity or origin; and
 - g. Veterans and Service Disabled Veterans.

ATTACHMENT V – DEFINITIONS OF CERTIFIED BUSINESSES (continued)

- 7) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:
- a. Is organized for profit;
 - b. Has a place of business in the U.S.;
 - c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
 - d. Is independently owned and operated; and
 - e. Is not dominant in its field on a national basis.

ATTACHMENT W – MONTHLY SUPPLIER PARTICIPATION REPORT

MONTHLY SUPPLIER PARTICIPATION REPORT
 TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT
<https://mypgc.diversitycompliance.com>

MSIFB #:	MSIFB Description:	Date Form Submitted:	Period Ending:
Prime Contractor:		Contact Person:	Email:
Telephone#: ()		Total Contract Value:	Scheduled Completion Date:

SUPPLIER INFORMATION

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) See Attachment **1** for Definitions of Certified Businesses.

Subcontractor Name/ Self-performing prime	Description of Work Performed	Certification Type	Agreed upon % of work	Total dollars committed based on %	Amount Paid this period	% of work Completed to Date	Amount Paid to Date

Cumulative Total to Subcontractors to Date:

My signature below certifies that the information submitted in this report is true to the best of my knowledge, information and belief.

Signature:	Title:	Date:
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ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN

Part 1

TO BE SUBMITTED TO THE OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

MSIFB No.: _____ **MSIFB TITLE :** _____

The awardee under the above referenced Invitation for Bid submits this request for approval to modify the approved Supplier Utilization Plan dated _____, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Prime Contractor Name: _____

Authorized Person’s Name: _____

Authorized Person’s Title: _____

Total Value of CBSB Participation Proposed in Bid: _____ Total Value of MBE Participation Proposed in Bid: _____

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB). See Attachment G for Definitions of Certified Businesses.

VALUE OF WORK TO BE PERFORMED BY CONTRACTOR			
Prime Contractor Name	Certification Type (if any)	Certification Number (if applicable)	Value of Prime Contractor’s Work (\$)

**ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
(continued)**

PART 3

TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2 OF THIS
REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN**

Name of Awardee: _____ (“Prime Contractor”)

Name of Subcontractor : _____ (“Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

The subcontract between the Prime Contractor and Subcontractor will continue in effect.	
The subcontract between the Prime Contractor and Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan	
The subcontract between the Prime Contractor and Subcontractor will be terminated or will have expired. State reasons: _____ _____	
Other: _____ _____	

PRIME CONTRACTOR SIGNATURE

By: _____

Name: _____

Title: _____

Date: _____

**SUBCONTRACTOR
SIGNATURE**

By: _____

Name: _____

Title: _____

Date: _____

If Prime Contractor is unable to obtain Subcontractor’s signature, state reasons:

ATTACHMENT X – REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN (continued)

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER’S SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES (Multiple Tier Subcontractors to be listed here) TO BE SUBMITTED TO OFFICE OF CENTRAL SERVICE COMPLIANCE UNIT

<https://mypgc.diversitycompliance.com>

We certify that in the event _____ (“Offer or”) is awarded a contract under MS-IFB No. _____ For _____, Offertory’s Subcontractor _____ (“Subcontractor”) intends to subcontract part of its work to the following entities:

Entity Name	Description of Work	Value (\$) of Work	Bonding Required (if applicable)	Signature of Subcontractor’s Principal
		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —
		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —
		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —

		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —
		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —
		\$	Type: _____ — Amount: \$ _____	By: _____ — Print Name: _____ Date: _____ —
Total \$ Value of Work Subcontractor Will Subcontract to Multi-Tier Entities:\$ _____				

ATTACHMENT Y – General Conditions and Instructions to Bidders
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GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation for bid, purchase order or other award issued by the County Purchasing Agent unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the Office of Central Services will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation for Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the County. The bidder shall retain one copy for his files and submit one copy signed and sealed.
2. **Late Bids:** Bids or proposals or amendments thereto must be received in the Contract Administration and Procurement Division office or other such location as designated herein not later than the scheduled time and date for bid opening/closing, or closing date and time for receipt of proposals. Bids or proposals received (and time stamped) after the scheduled time will be considered late and returned to the sender unopened. Postal delays or misrouting shall not constitute a basis for acceptance of late bids or proposals.
3. **Withdrawal or Modification of Bids or Proposals:** A written request for the withdrawal of a bid or proposal, or modification of a bid, may be granted if the request and the envelope containing the request is identified with the Bid or Proposal number, title, time and date of bid opening/closing, or closing date for receipt of proposals, and is received in the Contract Administration and Procurement Division office prior to the scheduled bid opening/closing time or closing time and date for receipt of proposals.
4. **Mailing of Bids:** In the event that the bid contains bulky subject material, Bidders should make efforts to ensure their Bids are securely packaged such that they arrive at the Office of Central Services intact.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 60 Days:** Unless otherwise specified all formal bids submitted shall be binding for 60 calendar days following bid opening/closing date, unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Bids for All or Part:** Unless otherwise specified by the County or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the County. Bidder may restrict a bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each separate item, may be rejected at the option of the County.
9. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids must be initialed.
10. **Questions Re Specifications:** Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening/closing of bids. Inquiries received within five (5) days of the date set for the opening/closing of bids will not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than three (3) days before the date set for opening/closing of bids. Oral answers will not be binding on the County.

11. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid, and Contract form with an explanation as to why you are unable to bid on these requirements.

12. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM-ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE COUNTY PURCHASING AGENT.

13. **Taxes:** Prince George's County is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3; (b) District of Columbia Sales Tax by Exemption No. 9199-79411-01; (c) Manufacturers Federal Excise Tax Registration No. 52710247-K. Bulletin 73-1 issued by the State of Maryland's Comptroller of the Treasury which states in part that contractors and subcontractors who bid on jobs to construct realty for County governments must pay the retail sales tax on all materials, equipment, and supplies purchased to complete their contract. Further, they must pay sales tax on rental tools and equipment used in connection with the contract. Equipment purchased by such contractors from out-of-state vendors is subject to the tax when brought to Maryland.

14. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work the bidder proposes to furnish.

15. **Competency of Bidders:** The County reserves the right to reject any bid or proposal from any person, firm or corporation that is in arrears or in default to Prince George's County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said County, or had failed to perform faithfully any previous contract with the County. The bidder, if requested, must present within 48 hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

16. **Access to Information About Hazardous and Toxic Substances Act:** In accordance with Subtitle 32 of the Maryland Occupational Safety and Health Law: If any product or substance being offered herein is classified as either a "Hazardous Chemical" or a "Health Hazard" as defined therein, then bidder shall submit with the bid a material safety data sheet for each product or substance being offered. Failure to comply with this requirement may result in bid being declared non-responsive. Additionally, bidder agrees (by virtue of bid submittal) to comply with all provisions of Subtitle 32.

BID DEPOSIT

17. **Bid Bond, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of Maryland. An annual bid bond on file with the County with an uncommitted balance equal to the bid shall be acceptable as surety. The County will also accept a cashier's check, certified check, U.S. Postal Money Order, or Treasurer's check drawn on a responsible bank doing business in the United States, which is made payable to Prince George's County, Maryland. When computing amount of Bid for certified check purposes, do NOT deduct for trade-ins.

18. **Annual Bid Bonds:** Bidders who regularly do business with the County shall be permitted to file with the Contract Administration and Procurement Division an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as Surety in lieu of the furnishing of surety with each individual transaction. Annual bid bonds shall be in an amount as determined by the bidder, of no less than \$2,000. If at any time, the requirements of a specific bid invitation exceeds the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover, made out to Prince George's County, Maryland, prepared on an approved form, as security for the faithful performance of his contract, within ten days of notification that the bid has been accepted. The surety thereon must be such surety company

or companies as are authorized and licensed to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his notification the required performance bond shall forfeit to Prince George's County, Maryland, as liquidated damages their bid deposit. As a written condition of a procurement award or procurement contract authorized under the Procurement Code, the Purchasing Agent or the Purchasing Agent's designee may require an award recipient, excluding County-based small businesses, to provide bid, performance, and/or payment bonding assistance to County-based small business in order to assist in complying with the County laws requiring County-based business participation.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the County until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples had been submitted. The County will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Bidders shall make all arrangements for delivery of samples to the place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages shall be marked "Samples for Purchasing Division" and each sample shall bear the name of the bidder, item number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The bidder 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 specifications, and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, standards, etc., shall be construed as to the minimum requirement of these specifications. All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the County to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest evaluated responsive and responsible bidder. Pursuant to County Code Section 10A-161(f), for any procurement contract greater than Five Hundred Thousand Dollars (\$500,000) in value, where the lowest evaluated bid from a responsive bidder is not from a County-based small business, the lowest bidding responsible and responsive County-based small business shall be given a final opportunity by the Purchasing Agent or the Purchasing Agent's designee to offer a responsive bid less than the lowest responsive bid and thus win the procurement award. In determining a bid, applicable bid or price preferences shall be applied.

The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder for whom an investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Purchasing Agent.

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the County and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services.
- f. The quality, availability, and adaptability of the supplies, or contractual services, to the particular use, required.
- g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the County, in debt on contract or is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent.
- i. The resale value and life cycle costs of the subject of the contract.
- j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Indemnity:** Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the County in consequence of the granting of this contract of which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or his employees, of the subcontractor or his employees, if any, and the contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

25. **Collusive Bidding:** The bidder certifies that his bid is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

26. **Identical Bidding - Executive Order No. 10946:** All identical bids submitted to the County as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the County, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

27. **Conflict of Interest:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the County a statement, under oath that no member of the elected governing body of Prince George's County, or members of

his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the County, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the contractor shall be returned to the County. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding one thousand dollars (\$1,000) or imprisonment not exceeding six (6) months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any contract entered into by Prince George's County, Maryland.

28. Statement of Ownership - CB 1-1992: Each and every individual whether a sole proprietor, partnership, limited partnership, joint stock company, association, corporation or any other form of business entity responding to a bid solicitation shall provide a statement of the ownership and shall contain:

- a. A statement by the business entity or its authorized representative listing the name or names as well as the business and residence address of all those individuals having a ten percent (10%) financial interest in the business entity.
- b. A corporation shall file a statement listing the officers of the corporation, their business and residence addresses, the date of which they assumed their respective offices, a list of the current Board of Directors, their business and residence addresses as well as the date on which each Director assumed his office and the date of which his term shall expire.
- c. In addition to the requirement set forth in (a) above, a corporation must file a statement containing the names and residence addresses of those individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to, stocks of any type or class and serial maturity bonds of any type or class.
- d. Any statement filed pursuant to CB 1-1992 shall be valid for a period of one year from the date it is filed, provided that the information contained therein is updated as necessary upon the award of any subsequent contract.
- e. No contract shall be finally awarded unless there has been compliance with the provisions of this section.

29. Bidders Qualification Statement: Every person, upon submitting a bid proposal or other application for a contract with a public body, shall submit an affidavit stating to its best knowledge whether it or any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Section 16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Section 16-203.

30. Brokering: The County shall not contract with any broker unless brokering is a standard practice in the applicable industry with respect to which such contract relates or as provided by the waiver of the Purchasing Agent.

31. Reseller and Distributors for Commodities: In the procurement of commodities for which manufacturers or publishers of such commodities utilize authorized resellers or distributors, including, but not limited to, information technology software and hardware products:

- (a) The County shall procure such commodities solely from County-based small businesses that are authorized resellers or distributors if (1) there are County-based small businesses that are authorized resellers or distributors of such commodities, and (2) such businesses are authorized as resellers or distributors by the publisher or manufacturer of such commodities.

(b) The County is authorized to procure such commodities directly from the manufacturer or publisher only if the requirements of Subsection (a), above, are not met.

32. **Notice of Acceptance:** A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.

33. **Tie Bids:** If two or more bids are equally qualified for award, the bid shall be awarded in the following order: County-based small business, County-based minority business enterprise, County-based business, other minority business enterprise, Maryland-based business, and any other fair and equitable manner determined by the Purchasing Agent.

34. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless contractor furnishes the Purchasing Agent with a statement of unordered balances not less than ten days after the termination date of the contract.

35. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered.

36. **Protests:** Any bidder which alleges that it has been or will be improperly denied the award of bid may protest the decision or potential decision of the County after the receipt and opening/closing of bids. Any protest shall be in writing and filed in duplicate with the County Purchasing Agent in an envelope marked "PROTEST." The protest shall set forth the identity of the protestor, the identity of the procurement activity, the basis for the protest, including supporting exhibits and documents which substantiate the protestor's allegations. All protests shall be delivered not later than seven (7) days after the protestor knew or should have known of the facts and circumstances upon which the protest is based. Based upon the information contained in the protest, the Purchasing Agent may schedule a hearing or issue a decision based upon the record. If a hearing is granted, it shall be scheduled promptly and a written decision shall be issued as expeditiously as possible.

Protests based upon alleged improprieties in any type of solicitation which are apparent before bid opening/closing or the closing date for receipt of proposals shall be delivered before bid opening/closing or closing date for receipt of proposals. Protests not delivered within the time periods specified above shall be untimely.

CONTRACT PROVISIONS

37. **Certification by Purchasing Agent:** Prior to the execution of any procurement contract or agreement (to include extensions or renewals) subject to 10A-112, 10A-113, 10A-114 or 10A-115 of Division 7 of the Procurement Code, the Purchasing Agent or designee shall certify in writing that such procurement is in full compliance with the applicable provision of Division 7 or the procurement shall be rendered "void and illegal". Where a procurement award contract or agreement is rendered "void and illegal", it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

38. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The County's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

39. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his authorized agent.

40. **Expiration of Contracts:** Contracts will remain in force for full periods specified and until all articles ordered before date of expiration shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to the expiration date.

- b. Extended upon written authorization of the Purchasing Agent to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

41. **Subletting of Contract:** It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the County Purchasing Agent, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

42. **Default Remedies:** The contract may be canceled or annulled by the Purchasing Agent or his designee in whole or in part by written notice of default to the contractor for any of the following reasons: failure to perform in accordance with contract specifications, failure to make timely delivery of supplies or services as stipulated in the bid or proposal, violation of any contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the contract, or any extension thereof, fraud or misrepresentation on a County contract, failure to make timely replacement or correction of rejected articles or services or failure to maintain at all times during the contract term compliance with the County-based business participation requirements. In the event of partial termination for default, the contractor shall continue the performance of the contract to the extent not terminated.

In the event of default by the contractor, the County may reprocurer similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Bidder/Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the contractor is obligated to the County for any excess reprocurement costs incurred by the County as a result of the contractor's default. Excess reprocurement costs shall be defined as the difference between the defaulting contractor's contract price and the price paid by the County for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the County in making the reprocurement.

The contractor agrees by submitting a bid or proposal that such excess reprocurement costs may be recovered by the County by: 1) deduction of such amount from monies owed the contractor on this or any other contract(s) the contractor may have with the County, 2) by recourse to the contractor's surety, 3) by direct payment by the contractor to the County or 4) legal action against the contractor.

43. **Termination For Convenience:** The performance of work under this contract may be terminated by the County within 30 days written notice or such time as mutually agreeable to the parties not to exceed 30 days, in accordance with this clause in whole, or from time to time in part, whenever the Purchasing Agent shall determine that such termination is in the best interest of the County. In the event of such termination, the County shall compensate the contractor fair and equitably for all goods and services provided up to the date of termination. However, the contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination. Where a procurement award contract or agreement is rendered "void and illegal" it shall mean terminated for convenience and shall not create a right of legal action or damages against any party.

44. **Liability:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may in his discretion, cancel the contract.

45. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

46. **Non-Discrimination:** A contractor who is the recipient of County Funds, or who proposes to perform any work or furnish any goods under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the County. Contractor agrees to be in full compliance with the federal mandates of the Americans with Disabilities Act. Contractor further agrees that this article will be incorporated by

contractor in all contracts entered into with suppliers of materials or services; and contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this contract.

47. **Guarantee:** Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the County are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County.

48. **Placing of Orders:** Orders against contracts may be placed with the contractor on a Purchase Order executed and released by the Purchasing Agent or designee. Telephonic orders placed directly with the contractor by the ordering agency may be authorized by the Purchasing Agent, only after execution of a Blanket Purchase Order.

49. **Provision for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all County agencies and departments, bi-county agencies, in-county municipalities, the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under the awarded contract.

50. **Delinquent Tax Setoffs:** In the event that the contractor owes money to the County as a result of the entry of judgment, debt arising out of a contract, default as surety to the County, delinquent taxes or assessments or for any other debt or liquidated damages, the County may withhold and set-off such sums owed to the County from payments owed to the contractor by virtue of this or other contracts.

51. Prompt Payment:

- (a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.
- (b) Interest penalties. In the event Contractor violates paragraph (a) above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%)(or such other amount as identified in County Code Section 10A-153) of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the County. Willful violations of this requirement may also result in a contractor being suspended or debarred.
- (c) Contractor shall include in each of its subcontracts: (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by the County for such work performed under such contract; (2) an interest penalty clause which obligates Contractor to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (3) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for

every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

52. **Requirement Electronic Payments:** County Vendors are required to enroll in Automated Clearing House (ACH) or similar electronic payment system with the County.

DELIVERY PROVISIONS

53. **Responsibility for Materials Shipped:** The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten days after date of notification, the County may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

54. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies that are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

55. **Time of Delivery:** Deliveries will be accepted between 8:30 a.m. and 4:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, County Holidays or days the County is closed to the public.

56. **Packing Slips or Delivery Tickets:** ALL SHIPMENTS or DELIVERIES shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number
- The Name of the Article and Stock Number (Supplier's)
- The Quantity Ordered
- The Quantity Shipped
- The Quantity Back Ordered
- The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

57. **General Guaranty:** Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors, for which he or his workmen is responsible.
- d. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.

58. **Cartage:** No charge will be allowed for cartage on packages unless by special agreement, in writing, by the Purchasing Agent.

ENDREES BRIDGES

Plaintiff

vs.

PWG

PRINCE GEORGE’S COUNTY, MARYLAND, *et al.*

Defendants

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* Case No: 21 CV 1319
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AFFIDAVIT OF MARK MACEIL

I, Mark Maceil, am over twenty-one years old, am competent to testify and make the following statements of my own personal knowledge:

1. I am currently employed as the Executive Director of the Prison Ministry of America (PMA).
2. I have held the position of Executive Director of PMA since 2013, approximately for eight years.
3. As the Executive Director for Prison Ministry of America, my duties include oversee all of the daily activities of PMA including training, management the chaplaincy program and resolving any issues that arise from the administration of religious services.
4. On December 2, 2020, PMA was awarded the contract with PGCDoc to provide religious services to those incarcerated at PGCDoc.
5. In January 2021, PMA began to solicit for volunteers from other correctional facilities in the area.
6. Pursuant to the Religious Services contract, PMA is responsible for hiring a chaplain to coordinate religious services for all incarcerated individuals at PGCDoc , regardless of religious denomination.
7. Pursuant to the Religious Services contract, PMA is also responsible for providing two dedicated staff members for the Islamic and Judaism religions that work a minimum 20 paid hours per month supporting the religious practice. **EXHIBIT 2**
8. PCCDOC provided PMA with a list of all religious volunteers with the telephone

numbers.

9. Due to the change in vendors, I wanted to contact all religious volunteers to thank for their service, introduce myself and PMA and advise them that PMA would contact them in the future with information regarding when religious services would resume at PGCDOD.
10. I contacted Plaintiff Endrees Bridges, who was a listed volunteer, by telephone to thank him of his service and advise him that PMA will contact him when religious services can be resumed at PGCDOD.
11. I also informed Mr. Bridges that PMA would be hiring a chaplain to coordinate all religious services for all of the incarcerated individuals at PGCDOD.
12. Mr. Bridges asked whether anyone could apply for the chaplaincy position. I told him that the position was open to everyone. Mr. Bridges expressed interest in applying for the position and I told him that I would forward him the application by electronic mail.
13. On April 24, 2021, I emailed Mr. Bridges the application for the chaplaincy position with instructions on how to submit the application.
14. I also sent follow-up emails to Mr. Bridges reminding him of the closing date for the submission of applications for the chaplaincy position.
15. I also contacted Mr. Bridges when PMA began the interview process again requesting his resume and application.
16. Mr. Bridges did not submit his resume or application for the chaplaincy position.
17. Exhibit A is the application sent to Mr. Bridges.
18. Exhibit A is the standard application that PMA utilizes for apply for a variety of positions with the PMA organization. Prior to sending it to Mr. Bridges, I did not review it to determine whether any applicant would deem the application offensive or contained any question that would preclude them from applying.
19. It was not my intent to offend Mr. Bridges or any other applicant that is of another faith other than Christianity.
20. Those followers of other faiths other than Christianity were welcomed to apply for the position of chaplaincy at PGCDOD.
21. It was not the intent of PMA to offend Mr. Bridges or for him to believe that he was precluded from applying for the chaplaincy position because he did not complete the Statement of Applicant's Christian Faith.

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22. Had Mr. Bridges contacted me regarding his belief that the refusal to sign the Statement of Applicant's Christian Faith precluded him from applying for the chaplaincy position, I would have informed him that was not required to sign it. It is only applicable to those of the Christian faith.
 23. PMA received two applications for the chaplaincy position at PGCDOC.
 24. On May 20, 2021, PMA hired chaplain to coordinate all religious activities for the incarcerated at PGDCOC.
 25. The Chaplain has completed his training on the PGCDOC policies and procedures applicable to the administration of his duties and responsibilities of his position.
 26. Prior to the hiring of the chaplain, PMA utilized dedicated volunteers of the Christian and Muslim faiths to provide religious texts and other requested religious items to the incarcerated.
 27. Only the religious services that has been held since January 2021 is the Islamic holiday of Ramadan.
 28. Upon learning of Mr. Bridges' lawsuit from a request from a reporter for PMA response to Mr. Bridges' allegations, I reviewed the application provided to Mr. Bridges and removed the Statement of Applicant's Christian Faith from the application.
 29. Exhibit B is revised application that does not contain the Statement of Applicant's Christian Faith. The revision required the removal of last page of the four-page application.
 30. Exhibits A and B are records kept in the ordinary course of business at PMA.

OATH AND AFFIRMATION

I DO SOLEMELY AFFRIM UNDER PENALTIES OF PERJUY AND BASED ON MY OWN PERSONAL KNOWLEDGE THAT THE INFORMATION SET FORTH HEREIN IS TRUE AND ACCURATE.



Mark Maceil
Executive Director
Prison Ministry of America



Prison Ministry of America

A Faith Ministry Providing Chaplains for Law Enforcement, Jails and Prisons

CHAPLAINCY APPLICATION

Confidential

DATE OF APPLICATION: _____ DATE OF HIRE: _____

I. PERSONAL DATA:

Full Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number _____ E-mail Address _____

Date of Birth _____ Nationality _____

Social Security Number: _____ Driver's License Number: _____

Are you willing to submit to a Live Scan and/or Background Check? Yes No

II. EDUCATIONAL RECORD:

High School: _____ Date of Graduation: _____

College/University: _____

Major: Liberal Studies: _____ Date of Graduation: _____

Undergraduate Degree: _____

Other College/University(s): _____

Major: _____

Secondary Degree: _____

Seminary/graduate: _____

Major: _____ Date of Graduation: _____

Degree: _____

What special courses have you taken pertaining to the correctional chaplaincy?

III. MINISTERIAL RECORD:

When were you endorsed? _____ Licensed? _____

By Whom? _____

Religious Affiliation: _____

Have you ever had experience working with Inter-Faith? Yes No

Can you work harmoniously with others Religion other than your Faith? _____

Employment history for the past ten years. Begin with most current position:

IV. CRIMINAL BACKGROUND:

Have you ever been convicted of a criminal offense? Yes No

If yes, When? _____ Where? _____

Charges _____

What do you consider minimal salary needs? _____

V. REFERENCES:

Please give names and addresses of three (3) business and three (3) professional references other than relatives, who know you and can attest to your suitability for chaplaincy:

Business References

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Professional References

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

PERSONAL DATA

These questions are for the leadership of Prison Ministry of America to get to know a little about you personally and are not required answers for employment. Please leave this section blank if you are uncomfortable with anything herein.

I. FAMILY AND MARITAL RELATIONSHIP:

Name of Spouse _____

Does your spouse share your interest in this ministry? _____

How many children do you have? _____ List names and ages of children

II. DISABILITIES:

Do you have any physical disabilities? Yes No

If so, please state nature of this disability: _____

III. RELIGIOUS AFFILIATION:

Local Church, Mosque, Temple, you are presently a member of: _____

Address: _____

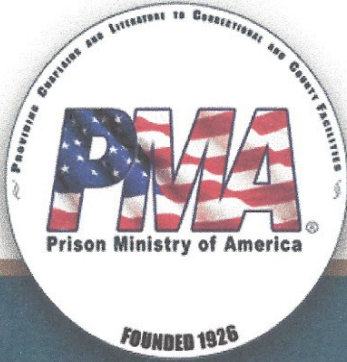
Name of Leader: _____

Are you actively involved in this your religion? _____

List your activities with your religion:

IV. ADDITIONAL BACKGROUND INFORMATION:

Explain your personal concern for the inmate/detainee and his or her social welfare; as well as your concern for the inmate/detainee and his or her personal commitment to their faith:



Prison Ministry of America

A Faith Ministry Providing Chaplains for Law Enforcement, Jails and Prisons

CHAPLAINCY APPLICATION

Confidential

DATE OF APPLICATION: _____ DATE OF HIRE: _____

I. PERSONAL DATA:

Full Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number _____ E-mail Address _____

Date of Birth _____ Nationality _____

Social Security Number: _____ Driver's License Number: _____

Are you willing to submit to a Live Scan and/or Background Check? Yes No

II. EDUCATIONAL RECORD:

High School: _____ Date of Graduation: _____

College/University: _____

Major: Liberal Studies: _____ Date of Graduation: _____

Undergraduate Degree: _____

Other College/University(s): _____

Major: _____

Secondary Degree: _____

Seminary/graduate: _____

Major: _____ Date of Graduation: _____

Degree: _____

What special courses have you taken pertaining to the correctional chaplaincy?

III. MINISTERIAL RECORD:

When were you endorsed? _____ Licensed? _____

By Whom? _____

Religious Affiliation: _____

Have you ever had experience working with Inter-Faith? Yes No

Can you work harmoniously with others Religion other than your Faith? _____

Employment history for the past ten years. Begin with most current position:

IV. CRIMINAL BACKGROUND:

Have you ever been convicted of a criminal offense? Yes No

If yes, When? _____ Where? _____

Charges _____

What do you consider minimal salary needs? _____

V. REFERENCES:

Please give names and addresses of three (3) business and three (3) professional references other than relatives, who know you and can attest to your suitability for chaplaincy:

Business References

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Professional References

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

Name: _____ Relationship: _____

Contact Information: _____

PERSONAL DATA

These questions are for the leadership of Prison Ministry of America to get to know a little about you personally and are not required answers for employment. Please leave this section blank if you are uncomfortable with anything herein.

I. FAMILY AND MARITAL RELATIONSHIP:

Name of Spouse _____

Does your spouse share your interest in this ministry? _____

How many children do you have? _____ List names and ages of children

II. DISABILITIES:

Do you have any physical disabilities? Yes No

If so, please state nature of this disability: _____

III. RELIGIOUS AFFILIATION:

Local Church, Mosque, Temple, you are presently a member of: _____

Address: _____

Name of Leader: _____

Are you actively involved in this your religion? _____

List your activities with your religion:

IV. ADDITIONAL BACKGROUND INFORMATION:

Explain your personal concern for the inmate/detainee and his or her social welfare; as well as your concern for the inmate/detainee and his or her personal commitment to their faith:

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

ENDREES BRIDGES

Plaintiff

vs.

PWG

PRINCE GEORGE'S COUNTY, MARYLAND, *et al.*

Defendants

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Case No: 21 CV 1319

COURT ORDER

Upon consideration of the Motion for Preliminary Injunction and the Opposition filed thereto, it is ____ day of _____ 2021, by the United States District Court for the District of Maryland,

ORDERED, that the Motion for Preliminary Injunctions is hereby **DENIED**.

Paul W. Grimm
United States District Court Judge