



INVITATION FOR BID (BIDDERS INFORMATION COPY)
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
(301) 883-6400 – TDD (301) 925-5167

BID NO.: *S08-032 BID TITLE: Meeting and Event Planning

DATE ISSUED: 5/15/08 BID OPENING DATE & TIME: June 19, 2008 at 2:00 p.m.

ADDENDUM #: _____ PRE-BID CONF. DATE & TIME: May 29, 2008 at 10:00 a.m.

BUYER: Cathy Atchison TELEPHONE NUMBER: (301) 883-6127

THIS BID IS: FORMAL X REQUEST FOR QUOTE _____: CONSTRUCTION _____ GOODS _____ SERVICES X

TERM OF CONTRACT: One year from date of award and may be extended for two additional one-year periods

F.O.B. POINT: Prince George's County, Maryland

BID DEPOSIT: N/A BONDS: PERFORMANCE N/A PAYMENT N/A

NOTE: BID DEPOSIT OR BONDS NOT REQUIRED FOR BIDS UNDER \$25,000.00 OR CONSTRUCTION CONTRACTS UNDER \$50,000.00 UNLESS OTHERWISE SPECIFIED HEREIN

SUBMIT FOLLOWING MATERIAL WITH BID: As stated in bid

IMPORTANT: Bidders must complete, sign and return the bid response copy in the BID ENVELOPE provided. Those bids, which are not delivered and received by the CONTRACT ADMINISTRATION and PROCUREMENT DIVISION OFFICE prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

ADA Accommodations: There are special accommodations for those persons with disabilities. Arrangements may be made by calling (301) 883-6400 or TDD: (301) 925-5167.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within _____ days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

***Note: In accordance with the provisions of the Prince George's County Minority Business Enterprise Law (CB1-1992), Division 6, Sub-Division 1, and Section 10A-136 (i), this solicitation is reserved for participation by Certified Minority Business Enterprises only.**

Are you a MINORITY BUSINESS ENTERPRISE that is certified by Prince George's County?

() YES () NO CERTIFICATION NO. _____ EXPIRATION DATE: _____

() **NO BID:** Reason for not bidding: _____

CHECK IF SUBMITTING A NO BID, INDICATE REASON FOR DECLINING, AND PROVIDE NAME AND ADDRESS BELOW.

PAYMENT TERMS: _____ % _____ DAYS FAX NO.: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

AUTHORIZED SIGNATURE: _____ TELEPHONE NO.: _____

PRINTED NAME AND TITLE: _____

TAX IDENTIFICATION NUMBER: _____

PRINCE GEORGE'S COUNTY, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

CURRENT INFORMATION ON OTHER BID/PROPOSAL OPPORTUNITIES MAY BE OBTAINED BY CALLING
THE PRINCE GEORGE'S COUNTY BID HOTLINE AT (301) 883-6128

INVITATION FOR BID
MEETING AND EVENT PLANNING

BID NO.: *S08-032

THIS PACKAGE CONSISTS OF:

1. General Conditions and Instructions to Bidders
2. Specific Bid Conditions
3. Specifications
4. Price Quotation Sheet
5. Reference Sheet
6. Metropolitan Washington Council of Governments Rider Clause
7. Appendix D - Form A – Bid/Proposal Affidavit
8. Wage Requirements for County Service Contracts
9. Appendix E – Wage Requirements for County Service Contracts
10. Appendix E-1 – Wage Requirements Certification for Service Contracts
11. Appendix E-2 - 501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form
12. Vendor's Oath and Certification Sheet
13. Bidder/Offeror Affidavit & Statement of Ownership

***Note: In accordance with the provisions of the Prince George's County Minority Business Enterprise Law (CB1-1992), Division 6, Sub-Division 1, and Section 10A-136 (i), this solicitation is reserved for participation by Certified Minority Business Enterprises only.**

PRE-BID CONFERENCE

LOCATION: Prince George's County Government
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

DATE & TIME: May 29, 2008 at 10:00 a.m.

The contract requirements will be reviewed at this time.

BIDS MUST BE SUBMITTED PRIOR TO: June 19, 2008 at 2:00 p.m.

TO: Prince George's County Government
Office of Central Services
Contract Administration and Procurement Division
1400 McCormick Drive, Suite 200
Largo, Maryland 20774

INVITATION FOR BID
MEETING AND EVENT PLANNING
SPECIFIC BID CONDITIONS

1. INTENT: It is the intent of this Invitation for Bid to establish a term contract with a vendor to provide meeting and event planning services for various events for Prince George's County agencies.
2. TERM: The term of this contract will be for one year from date of award, and may be unilaterally extended by the County for two additional one-year periods.
3. SCOPE: To have a qualified responsible contractor provide service per bid specifications at various locations in Prince George's County. A minimum of three years experience in performing similar services is required. Contractor must have experience with groups of a least 200 participants.
4. PRICE: The contract price shall remain firm/fixed for the initial contract period. Should the option to extend be exercised by the County, a price increase, if any, may be considered upon written request from the contractor 60 days prior to renewal; but, shall not exceed the adjusted percentage change in the U.S. Department of Labor Consumer Price Index (CPI) for the Washington Metropolitan Area using the September index figures, all items, to become effective the following contract period.
5. AWARD: The County intends to award this bid in the aggregate to the lowest responsive, responsible bidder capable of providing the service to the satisfaction of the County. The County reserves the right to make single, multiple, or no award(s). Also, in determining responsibility, the following qualifications, in addition to price, listed in the "General Conditions and Instructions to Bidders," Paragraph 23, (a) through (j) will be applicable.
6. EVALUATION: Bids received will be evaluated by comparing the net aggregate low total of each bid received.
7. PAYMENT TERMS: Payment will be made after satisfactory completion of the work. Submit invoices to the appropriate using agency as shown on the purchase order.
8. RESTRICTIVE BIDDING CLAUSE: In accordance with the provisions of the Prince George's County Minority Business Enterprise Law (CB1-1992), Division 6, Sub-Division 1, and Section 10A-136 (i), this solicitation is reserved for participation by Certified Minority Business Enterprises only.
9. PRE-BID CONFERENCE: A pre-bid conference will be held on May 29, 2008 at 10:00 a.m., at the Office of Central Services, Contract Administration and Procurement Division, 1400 McCormick Drive, Suite 200, Largo Maryland 20774 to discuss objectives and answer questions relating to this formal bid. 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

INVITATION FOR BID
MEETING AND EVENT PLANNING
SPECIFIC BID CONDITIONS9. PRE-BID CONFERENCE (continued):

understanding of the County's requirements and to be able to better prepare acceptable bid responses. All bidders should bring a copy of the formal bid, as it will be used as part of the agenda. Questions and inquiries must be submitted in writing no later than close of business (5:00 p.m. May 30, 2008) to:

Cathy Atchison, Buyer III
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) 883-6127
Fax Number: (301) 883-6440
E-Mail: cdatchison@co.pg.md.us

10. NOTICE TO BIDDERS: Each 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 any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.
11. INSPECTION AND ACCEPTANCE: The County's inspection and acceptance of contractual compliance will be accomplished by a Technical Representative of the Purchasing Agent (TRPA) and/or the Contract Administration and Procurement Division. The name and telephone number of each TRPA appointed for this contract will be furnished by the Purchasing Agent to the contractor in writing prior to commencement of the contract period.
12. 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 which 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 solely 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 described herein.
13. 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 shall pay the contractor fair and equitable compensation for

13. TERMINATION FOR DEFAULT: (continued)

satisfactory performance prior to receipt of notice 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 from monies due the contractor on this or other County contracts. Damages may include excess procurement costs.

14. ASSIGNMENT: All covenants and agreements herein contained shall extend to and be obligatory on the successor and assigns 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.15. SUBCONTRACTING: Any person undertaking a part of the work under the terms of this contract, by virtue of any agreement with the contractor, must receive the approval of the Purchasing Agent prior to any such undertaking. The County may terminate the contract if the subcontracting is done without the Purchasing Agent's approval.16. 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.17. 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.18. PERFORMANCE: 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.19. INSURANCE: The contractor will save and keep harmless and indemnify the County against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the contractor, or any employee, agent or representative of the contractor.

INSURANCE REQUIREMENTS: The contractor will provide the County with evidence of its contractor's commercial insurance coverage's for the following exposures:

19. INSURANCE: (continued)

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 will 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 (State of Maryland)</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 project; 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/\$2,000,000 per occurrence/ aggregate
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

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.

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.

19. INSURANCE: (continued)

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

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$2,000,000 Combined Single Limit

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

MISCELLANEOUS PROFESSIONAL LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the contractor all costs the contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the contractor or any other person for whose acts the contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY
\$1,000,000 per occurrence/\$3,000,000 aggregate

The following special provisions and conditions are part of the insurance requirements.

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 VIII). In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will 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 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.

19. INSURANCE: (continued)

- (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, Risk Management Office prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this contract.
- (6) Any contract of insurance or indemnification naming the County, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the County, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior 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.
- (8) The contractor shall, prior to contract execution, and for each extension of the contract, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified in writing by the insurer at least 30 days prior to cancellation or material change of any such coverage.

The certificate 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
Attention: Cathy Atchison – Bid No.: *S08-032

20. RESPONSIBILITY OF CONTRACTOR: 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 their fault or negligence.
 - D. Perform the work without unnecessarily interfering with other contractor's work or County activities.
 - E. Provide all necessary labor, equipment, materials and supervision necessary to perform the work as required.
21. REFERENCES: Each bidder must supply the names of three references with whom they have contracted for similar services. Failure to supply this information on the attached form as requested with the bid may result in the rejection of the bid.
22. HOLIDAYS EXCLUDED: Service will not be required on regularly scheduled County holidays. Below is a list of County holidays:
- | | |
|-------------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Veterans' Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Employee Appreciation Day |
| Independence Day | Christmas Day |
| Labor Day | |
- It should be noted that the County and State may not observe the same holidays, or may observe the same holiday on a different date. The successful contractor(s) will be furnished with a list of County and/or State holidays upon request.
23. OSHA REGULATIONS, BLOODBORNE PATHOGENS: The successful bidder/offeror 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 your contractual requirements, 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.

24. 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.
25. PROMPT 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.
26. MINORITY BUSINESS ENTERPRISE CERTIFICATION: For the purpose of this bid solicitation and any subsequent contract award, a vendor will be deemed a certified MBE only upon the prior determination made by the County's Minority Business Development Commission.
27. BIDDER/OFFEROR AFFIDAVIT: Included with the Bidder's Response Copy of this bid is a form entitled Bidder/Offeror Affidavit and Statement of Ownership. This form is to be completed and returned with bid response. Failure to submit this form may result in the disqualification of your bid.
28. MARYLAND STATE DISCLOSURE: Please be advised that the provisions of Article 33 of the Annotated Code of Maryland, Section 30-1, et seq., requires the filing of certain disclosure statements by persons doing business with the State or with a County, Incorporated Municipality, or other political subdivision of the State. Further information with regard to this disclosure requirement may be obtained from the Office of the Secretary of State, Jeffrey Building, 16 Francis Street, Annapolis, Maryland 21404, telephone number (410) 974-5521.
29. 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.
30. BID/PROPOSAL ACCEPTANCE: The County reserves the right to accept or reject any and all bids/proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the County reserves the right to make a whole award, partial award, or no award at all.
31. WELFARE TO WORK INITIATIVE: The Prince George's County Government actively supports provisions of the Welfare Innovation Act of 1996. Vendors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self-Empowerment" Program as part of their proposal. 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) 909-7052 for referrals and to complete a job order form for all available positions.

32. ECONOMIC DEVELOPMENT: Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based 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 Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Office of Central Services, Contract Administration and Procurement Division.
33. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION: The successful bidder shall, within seven calendar days of Notice of Intent to Award, submit to the County a completed Internal Revenue Service "IRS" Form W-9, Request for Taxpayer Identification Number and Certification. Contract award will not be made without timely submission of the completed Form W-9. The Form W-9 and instructions are available to contractors by accessing the IRS website at www.irs.gov.

All payees engaged in trade or business with the County are required to have on file with the County a current and correct Federal Form W-9, "Request for Taxpayer Identification Number and Certification" form. This applies to individuals, sole proprietors, 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 must obtain and submit the appropriate IRS Form W-8.

To assure accurate maintenance of your firm's status, the submission of the W-9 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 re-submission of the W-9. 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.

34. MINORITY BUSINESS ENTERPRISE PROVISIONS: If the firm is a Certified Minority Business Enterprise and proposes to subcontract 50% or more of the work to non-certified firms, the business enterprise shall not be considered a Minority Business Enterprise (MBE) with respect to this solicitation.
35. TAX CERTIFICATION AND GOOD STANDING: 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 the attached Form A, Tax Certification 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.

36. DATE DATA COMPLIANCE:

- A. The proposer warrants that the products provided or systems developed under this contract shall be date data compliant.

"Date Data Compliant" means that the product or system (including equipment, machines or devices with embedded microprocessor chips) is able to accurately process data, including, but not limited to, calculating, comparing, and sequencing, from into, during and between the years and centuries, providing correct results when moving forward or backward in time, and leap year calculations without human intervention; all data base calculations by the product or system correctly calculate the year and century rollover as well as the leap year calculations; and the storage and retrieval of dates within the database of the product or system correctly handle any year dates; when used either in stand alone configuration or in combination with other Date Data Compliant products used by Prince George's County. The product or system will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year.

- B. In addition to any warranties applicable to this contract or any remedies otherwise available to the County, the contractor agrees to restore the product or system to the same level of performance as warranted herein, or to promptly repair or replace the product or system, with a conforming product or system so as to minimize interruption of the County's ongoing business processes, time being of the essence, for any product or system furnished under this contract that is not "Date Data Compliant". All resources required to restore, repair or replace the Date Data Compliant defect(s) shall be the sole responsibility and expense of the contractor and at no cost to the County. Any deliverable schedules shall not be adjusted, altered or changed to accommodate the contractor in this matter unless agreed to by the County. Upon receiving notice of a Date Data Compliant problem from the County's contract designee or representative, the contractor shall inform the County within two hours of such notice of an applicable cure period. The County, in its absolute sole discretion, shall determine whether such period is acceptable and notify the contractor as soon as reasonably practical of its acceptance or rejection of the cure period. In the event that the County rejects the applicable cure period and the contractor is unable to perform within the period mandated by the County, then the contractor hereby agrees and authorizes the County, including third parties hired by the County, to correct the problem and charge the contractor for all costs and expenses associated with the cure. This warranty shall survive beyond termination or expiration of the contract. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County.

Requirements:

- 1.) The contractor may be required to work with County agencies to conduct a "needs assessment" to determine the type and size of program, meeting, and/or event.
- 2.) The contractor may be required to work with County agencies to determine the objective of the meeting/event.
- 3.) The contractor may be required to conduct both on-site and off-site meeting/event management.
- 4.) The contractor may be required to assess the potential attendees/audience needs, and who may or may not attend.
- 5.) The contractor may be required to develop and distribute notification, announcements, and information to ensure that participants are informed and prepared.
- 6.) The contractor may be required to capture meeting purpose, desired outcomes, and minutes (in a summary form). The contractor may also be required to provide post meeting reporting and feedback as well as participant evaluation/survey.
- 7.) The contractor may be required to handle meetings, conventions, retreats, seminars, shows, excursions, symposia, etc. as well as customized programs.
- 8.) The contractor may be required to provide site research, analysis and selection, transportation, entertainment, food and beverage, tours and recreation, lodging accommodations, on-site coordination, catering, speaker recruitment coordination, special set ups, follow up, as needed.
- 9.) The contractor may be required to conduct a comprehensive registration procedure, both onsite and online, including names, addresses, and contact information for registrants where applicable.
- 10.) The contractor may be required to provide the necessary staff to conduct registration, distribute materials, and conduct evaluations.
- 11.) The contractor may be required to do special publicity, including public service announcements, television and radio advertisements, and other promotional activities.

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

Meeting/Event**Rates****Prince George's County Facilities – Meeting/Event Size & Rates**

Full day rate using County facility

Up to 25	\$ _____
Up to 50	\$ _____
Up to 100	\$ _____
Up to 500	\$ _____
Up to 1,000	\$ _____

Half day rate using County facility

Up to 25	\$ _____
Up to 50	\$ _____
Up to 100	\$ _____
Up to 500	\$ _____
Up to 1,000	\$ _____

TOTAL: \$ _____

Off-Site Facilities – Meeting/Event Size & Rates

Full day rate using Off-Site facility

Up to 25	\$ _____
Up to 50	\$ _____
Up to 100	\$ _____
Up to 500	\$ _____
Up to 1,000	\$ _____

Half day rate using Off-Site facility

Up to 25	\$ _____
Up to 50	\$ _____
Up to 100	\$ _____
Up to 500	\$ _____
Up to 1,000	\$ _____

TOTAL: \$ _____

PROPOSAL SUBMITTED BY: _____ DATE: _____

MASTERCARD CREDIT CARD ACCEPTANCE: The Prince George's County Government is engaged in a MasterCard purchasing card program and may use, at its option, the MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please list all major credit cards accepted by your company:

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

Will Seek Participation _____ Not Interested _____

All products provided or systems developed under this contract shall be Data Data compliant as required herein.

Company Name: _____

Authorized Signature: _____ Date: _____

Contact Person: _____ Telephone No.: _____

Each bidder must supply the names of three references with whom they have contracted for similar services. Failure to supply this information as requested may result in the rejection of the bid.

1. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____
2. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____
3. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____

I certify that the above information is true and correct.

Signature: _____ Title: _____

Date: _____

INVITATION FOR BID MEETING AND EVENT PLANNING

Solicitation # _____
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. 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, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

_____ Alexandria, Virginia
 _____ Alexandria Public Schools
 _____ Alexandria Sanitation Authority
 _____ Arlington County, Virginia
 _____ Arlington County Public Schools
 _____ Bladensburg, Maryland
 _____ Bowie, Maryland
 _____ Charles County Public Schools
 _____ College Park, Maryland
 _____ Culpeper County, Virginia
 _____ District of Columbia
 _____ District of Columbia Courts
 _____ District of Columbia Public Schools
 _____ District of Columbia Water & Sewer Auth.
 _____ Fairfax, Virginia
 _____ Fairfax County, Virginia
 _____ Fairfax County Water Authority
 _____ Falls Church, Virginia
 _____ Fauquier County Schools & Government, Virginia
 _____ Frederick, Maryland
 _____ Frederick County, Maryland
 _____ Gaithersburg, Maryland
 _____ Greenbelt, Maryland
 _____ Herndon, Virginia
 _____ Leesburg, Virginia
 _____ Loudoun County, Virginia
 _____ Loudoun County Public Schools
 _____ Loudoun County Sanitation Authority
 _____ Manassas, Virginia

YES NO JURISDICTION

_____ City of Manassas Public Schools
 _____ Manassas Park, Virginia
 _____ Maryland-National Capital Park & Planning Comm.
 _____ Metropolitan Washington Airports Authority
 _____ Metropolitan Washington Council of Governments
 _____ Montgomery College
 _____ Montgomery County, Maryland
 _____ Montgomery County Public Schools
 _____ Northern Virginia Community College
 _____ OmniRide
 _____ Potomac & Rappahannock Trans. Commission
 _____ Prince George's County, Maryland
 _____ Prince George's Public Schools
 _____ Prince William County, Virginia
 _____ Prince William County Public Schools
 _____ Prince William County Service Authority
 _____ Rockville, Maryland
 _____ Spotsylvania County Schools
 _____ Stafford County, Virginia
 _____ Takoma Park, Maryland
 _____ Upper Occoquan Sewage Authority
 _____ Vienna, Virginia
 _____ Virginia Railway Express
 _____ Washington Metropolitan Area Transit Authority
 _____ Washington Suburban Sanitary Commission
 _____ Winchester, Virginia
 _____ Winchester Public Schools

Vendor Name

FORM A

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. Personal Property ____ 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)

WAGE REQUIREMENTS
FOR
SERVICE CONTRACTS

Notice to Bidders

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 Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

APPENDIX E

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. 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 Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).
2. 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.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must 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.
4. 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.
5. 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.
6. 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.
7. 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.

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

8. The County may assess 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 event of breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted above, in addition to any other 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 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.
9. 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.
10. 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 8 (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 this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor.

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

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

Wage Rate Effective July 1, 2007 through June 30, 2008	\$11.65 Per Hour
Wage Rate Effective July 1, 2008 through June 30, 2009	\$12.05 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor".

1. Wage Requirements Compliance

- ☐ This contractor as a "covered employer" will comply with the requirements under 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 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).

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

- ☐ 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 of the County Code, 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). 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 RFP, 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 organizations "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-114 (d) (1) and (2).

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

CONTRACTOR CERTIFICATION

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.

Signature: Authorized Corporate, Partner, or Proprietor_____
Date_____
Typed Name of Signatory_____
Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements: Name: _____

Title: _____

Phone: _____

*Participation Agreement – An Agreement entered by the County and a developer pursuant to Subtitle 10A, 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.



INVITATION FOR BID (BIDDERS RESPONSE COPY)
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION
1400 McCormick Drive, Suite 200
Largo, Maryland 20774
(301) 883-6400 – TDD (301) 925-5167

BID NO.: *S08-032 BID TITLE: Meeting and Event Planning
DATE ISSUED: 5/15/08 BID OPENING DATE & TIME: June 19, 2008 at 2:00 p.m.
ADDENDUM #: _____ PRE-BID CONF. DATE & TIME: May 29, 2008 at 10:00 a.m.
BUYER: Cathy Atchison TELEPHONE NUMBER: (301) 883-6127
THIS BID IS: FORMAL X REQUEST FOR QUOTE _____: CONSTRUCTION _____ GOODS _____ SERVICES X
TERM OF CONTRACT: One year from date of award and may be extended for two additional one-year periods
F.O.B. POINT: Prince George's County, Maryland
BID DEPOSIT: N/A BONDS: PERFORMANCE N/A PAYMENT N/A
NOTE: BID DEPOSIT OR BONDS NOT REQUIRED FOR BIDS UNDER \$25,000.00 OR CONSTRUCTION CONTRACTS UNDER \$50,000.00 UNLESS OTHERWISE SPECIFIED HEREIN
SUBMIT FOLLOWING MATERIAL WITH BID: As stated in bid

IMPORTANT: Bidders must complete, sign and return the bid response copy in the BID ENVELOPE provided. Those bids, which are not delivered and received by the CONTRACT ADMINISTRATION and PROCUREMENT DIVISION OFFICE prior to the Bid Opening Time and Date, shall be considered late. Those late submittals will be returned to the bidder unopened.

ADA Accommodations: There are special accommodations for those persons with disabilities. Arrangements may be made by calling (301) 883-6400 or TDD: (301) 925-5167.

The undersigned agrees to furnish all supplies, services, or construction identified herein in accordance with the terms, conditions, plans and specifications set forth herein, at the prices established in the bid. Delivery or performance shall be accomplished within _____ days from receipt of PURCHASE ORDER or NOTICE TO PROCEED as applicable.

***Note: In accordance with the provisions of the Prince George's County Minority Business Enterprise Law (CB1-1992), Division 6, Sub-Division 1, and Section 10A-136 (i), this solicitation is reserved for participation by Certified Minority Business Enterprises only.**

Are you a MINORITY BUSINESS ENTERPRISE that is certified by Prince George's County?

() YES () NO CERTIFICATION NO. _____ EXPIRATION DATE: _____

() **NO BID:** Reason for not bidding: _____

CHECK IF SUBMITTING A NO BID, INDICATE REASON FOR DECLINING, AND PROVIDE NAME AND ADDRESS BELOW.

PAYMENT TERMS: _____% _____ DAYS FAX NO.: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

AUTHORIZED SIGNATURE: _____ TELEPHONE NO.: _____

PRINTED NAME AND TITLE: _____

TAX IDENTIFICATION NUMBER: _____

PRINCE GEORGE'S COUNTY, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS ARE INCORPORATED HEREIN.

CURRENT INFORMATION ON OTHER BID/PROPOSAL OPPORTUNITIES MAY BE OBTAINED BY CALLING
THE PRINCE GEORGE'S COUNTY BID HOTLINE AT (301) 883-6128

INVITATION FOR BID
MEETING AND EVENT PLANNING
PRICE QUOTATION SHEET

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

Meeting/Event

Rates

Prince George's County Facilities – Meeting/Event Size & Rates

Full day rate using County facility

Up to 25

\$ _____

Up to 50

\$ _____

Up to 100

\$ _____

Up to 500

\$ _____

Up to 1,000

\$ _____

Half day rate using County facility

Up to 25

\$ _____

Up to 50

\$ _____

Up to 100

\$ _____

Up to 500

\$ _____

Up to 1,000

\$ _____

TOTAL:

\$ _____

Off-Site Facilities – Meeting/Event Size & Rates

Full day rate using Off-Site facility

Up to 25

\$ _____

Up to 50

\$ _____

Up to 100

\$ _____

Up to 500

\$ _____

Up to 1,000

\$ _____

Half day rate using Off-Site facility

Up to 25

\$ _____

Up to 50

\$ _____

Up to 100

\$ _____

Up to 500

\$ _____

Up to 1,000

\$ _____

TOTAL:

\$ _____

PROPOSAL SUBMITTED BY: _____ DATE: _____

MASTERCARD CREDIT CARD ACCEPTANCE: The Prince George's County Government is engaged in a MasterCard purchasing card program and may use, at its option, the MasterCard in addition to purchase orders for purchases made under any contract resulting from this solicitation. Please list all major credit cards accepted by your company:

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

Will Seek Participation _____ Not Interested _____

All products provided or systems developed under this contract shall be Data Data compliant as required herein.

Company Name: _____

Authorized Signature: _____ Date: _____

Contact Person: _____ Telephone No.: _____

Each bidder must supply the names of three references with whom they have contracted for similar services. Failure to supply this information as requested may result in the rejection of the bid.

1. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____
2. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____
3. Agency Name: _____
Address: _____
Contact Person: _____ Telephone No.: _____
Annual Dollar Value of Contract: _____
Term of Contract: _____ From: _____ To: _____
Brief Description of Work: _____

I certify that the above information is true and correct.

Signature: _____ Title: _____

Date: _____

INVITATION FOR BID MEETING AND EVENT PLANNING

Solicitation # _____
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. 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, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

_____ Alexandria, Virginia
 _____ Alexandria Public Schools
 _____ Alexandria Sanitation Authority
 _____ Arlington County, Virginia
 _____ Arlington County Public Schools
 _____ Bladensburg, Maryland
 _____ Bowie, Maryland
 _____ Charles County Public Schools
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 _____ Leesburg, Virginia
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 _____ Loudoun County Public Schools
 _____ Loudoun County Sanitation Authority
 _____ Manassas, Virginia

YES NO JURISDICTION

_____ City of Manassas Public Schools
 _____ Manassas Park, Virginia
 _____ Maryland-National Capital Park & Planning Comm.
 _____ Metropolitan Washington Airports Authority
 _____ Metropolitan Washington Council of Governments
 _____ Montgomery College
 _____ Montgomery County, Maryland
 _____ Montgomery County Public Schools
 _____ Northern Virginia Community College
 _____ OmniRide
 _____ Potomac & Rappahannock Trans. Commission
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 _____ Prince George's Public Schools
 _____ Prince William County, Virginia
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 _____ Prince William County Service Authority
 _____ Rockville, Maryland
 _____ Spotsylvania County Schools
 _____ Stafford County, Virginia
 _____ Takoma Park, Maryland
 _____ Upper Occoquan Sewage Authority
 _____ Vienna, Virginia
 _____ Virginia Railway Express
 _____ Washington Metropolitan Area Transit Authority
 _____ Washington Suburban Sanitary Commission
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 _____ Winchester Public Schools

Vendor Name

FORM A

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. Personal Property ____ 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)

WAGE REQUIREMENTS
FOR
SERVICE CONTRACTS

Notice to Bidders

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 Certification" and, if applicable, the "501 (c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form" that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with you Bid or Proposal the required certification and pricing material on the form(s) included as Appendix E-1 and E-2 as applicable will render your Bid or Proposal unacceptable under County law and the Bid or Proposal will be rejected for non-responsiveness.

APPENDIX E

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George's County Code. 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 Section 10A-144 (b) and for particular employees in accordance with Section 10A-144 (f).
2. 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.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must 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.
4. 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.
5. 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.
6. 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.
7. 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.

WAGE REQUIREMENTS FOR COUNTY SERVICE CONTRACTS
Addendum to the General Terms and Conditions

8. The County may assess 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 event of breach of contract under this paragraph, the contractor must pay to the County liquidated damages noted above, in addition to any other 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 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.
9. 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.
10. 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 8 (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 this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by the contractor.

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

Company Name: _____

Address: _____ City: _____ State: _____

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

Wage Rate Effective July 1, 2007 through June 30, 2008	\$11.65 Per Hour
Wage Rate Effective July 1, 2008 through June 30, 2009	\$12.05 Per Hour

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor".

1. Wage Requirements Compliance

- ☐ This contractor as a "covered employer" will comply with the requirements under 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 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).

APPENDIX E-1

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

- ☐ 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 of the County Code, 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). 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 RFP, 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 organizations "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-114 (d) (1) and (2).

APPENDIX E-1

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CONTRACTOR CERTIFICATION

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.

Signature: Authorized Corporate, Partner, or Proprietor_____
Date_____
Typed Name of Signatory_____
Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with the County's Wage Requirements: Name: _____

Title: _____

Phone: _____

*Participation Agreement – An Agreement entered by the County and a developer pursuant to Subtitle 10A, 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.

