



# PRINCE GEORGE'S COMMUNITY COLLEGE

## **Solicitation #21-04 Office and Print Supplies**

### **Objective:**

Prince George's Community College (PGCC) is seeking a qualified vendor to provide office and printing supplies to our stockroom and print shop. The awarded contractors shall directly work with the PGCC Inventory division.

The College is seeking a vendor that meeting the requirements described in this Solicitation while offering the most competitive pricing and services. The College procures approximately \$ 150,000 per fiscal year of office supplies and promotional items.

The contract resulting from this Solicitation is anticipated to have a one-year, initial term with the option to renew for four (4) additional one (1) year terms, at the College's sole discretion. The College anticipate awarding one vendor; however, the College reserves the right to award multiple vendors for all services or for any part of services.

Services are as needed and requested by the College. The College does not guarantee the amount of orders or value of orders shall be placed for any given year under the awarded contract/s.

### **Instructions:**

- Use only forms supplied by the College.
- Email your proposal/quote/questions to Nena Charity - [charitnl@pgcc.edu](mailto:charitnl@pgcc.edu)
- Do not alter or change any wording in the proposal or forms provided

### **Dates:**

- Issue Date: August 27, 2020
- Last Day for Questions: September 2, 2020, by 10:00 PM ET. Questions received will only be directly responded to the inquirer. College may issue questions/responses publicly if deemed necessary.
- Response Due on September 10, 2020 by 3:00 PM ET

### **Response Requirements:**

1. Company Profile: List Name of Firm, Year Firm was established; Type of Ownership; Name of Parent Company (if any); Name and contact information of not more than Two principals to contact; Present Offices; Total Personnel; Personnel by Discipline; History and Information about the Firm.
2. Complete the Office Supply and Print Shop SKU/Product list spreadsheet (Tab 2 and Tab 3), Attachment A (provided under a sperate cover)
3. Complete the Online Ordering Business Requirements form (Tab 4), Attachment A (provided under a separate cover)

4. Provide Minority Business Enterprise commitment by completing Attachment B, MBE Schedule.

**The College is seeking a minimum goal commitment of 15%**

If a commitment cannot be provided please provide a written explanation within your proposal/quote. MBE Terms and Conditions are included in Appendix M.

5. References, see page 3 of this Solicitation

**Reserved Rights:**

The College reserves the right to reject any and all bids or to accept any bid in the interest of Prince George's Community College. For the same reason the College reserves the right to waive any informality in a bid.

THE COLLEGE RESERVES THE RIGHT TO MAKE AN AWARD IN THE AGGREGATE OR TO AWARD MORE THAN ONE AWARD OR REJECT ANY OR ALL BIDS, TO ACCEPT PART AND NOT THE OTHER PART, IN THE BEST INTEREST OF THE COLLEGE.

Awarded Contractor shall accept College's Contract Terms and Condition, including but not limited to: Contract Affidavit.

The College may exercise the right to short-list top ranked Proposers for further review/evaluation, to include but not limited to: Presentations and a Demonstration of online portal capabilities, at no cost to the College.

**Scope of Work:**

- Contractor shall provide Office and Printings Supply Services that may include but is not limited to the following:
- 24/48 Delivery turnaround time
- A wide range of office and print shop supplies, including but not limited to: office consumables, paper, toner, IT peripherals and office equipment
- Promotional Products. PGCC Branded promotional items  
Customer Support - Provide timely and accurate technical advice and sales support to PGCC. Contractor shall respond to such requests within one (1) working day after receipt of the request.

**Price and Business Requirements Information Lists:**

Proposers are to complete Attachment A, per the instructions included in Attachment A.

At the College's sole discretion, specifications are subject to change as required by the College.

**Prince George's Community College  
Layout of Class Schedules**

**REFERENCE SHEET**

Each bidder must list below three (3) recent customers/clients of similar requirements. Failure to submit references will deem bid nonresponsive.

1. Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

2. Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

3. Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

# Exhibit A

**SAMPLE ONLY – CONTRACT TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT  
THE COLLEGE’S SOLE DISCRETION**

PRINCE GEORGE’S COMMUNITY COLLEGE

**CONTRACT #** \_\_\_\_\_

\_\_\_\_\_, 2020

**CONTRACTOR:**

Federal Employer ID: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

PGCC Ordering Office:

Project Coordinator:

Coordinator Phone:

Coordinator Fax:

Coordinator Email:

PGCC Procurement Officer/Contract Manager:

Phone Number:

E-mail address:

This Agreement (“Agreement” or “Contract”) is made this \_\_\_ day of August, 2020, between the Prince George’s Community College (“PGCC” or the “College”), and \_\_\_\_\_ (“Contractor” or “Consultant”), with an address of \_\_\_\_\_, collectively the “Parties.”

## **CONTRACT DOCUMENTS AND TERM**

This Agreement consists of multiple documents as follows in the order of precedence:

- This Agreement Form (pages 1 through 11) and any Amendments;
- Attachment A: Scope of Services and the Contractor’s Proposal;
- Work Orders, Purchase Orders, and Terms and Conditions issued under this Contract, whether or not attached hereto.

This as-needed, non- exclusive Agreement shall be effective upon the date of execution by the Parties and shall continue through \_\_\_\_\_, or until the work deliverables are completed per Attachment A, unless extended by amendment.

**RECITALS.** The Contractor has been awarded a contract to provide services (the “Services”), as needed, for PGCC upon the terms and conditions set forth herein, and the Contractor is willing to undertake the Services upon such terms and conditions. The Contractor represents that the Contractor is qualified to render the Services required by PGCC.

NOW, THEREFORE, PGCC and the Contractor agree as follows:

### **1.0 PROFESSIONAL SERVICES**

1.1 The Contractor shall perform the non-exclusive Services as described in Attachment A of this Agreement.

1.2 Services shall be performed in accordance with a schedule of activities agreed upon by the Parties issued as a Work Order by the College. The Contractor will provide all the necessary equipment, materials, and personnel to perform the Services in as expeditious a manner as is consistent with good professional skill and care and the orderly progress of the Services. In the event of any conflict in terms between Attachment A of this Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.

1.3 PGCC will designate a staff member to act as manager (“Project Manager”) between the College and the Contractor. Throughout the period of the Services, copies of all correspondence, work products, specifications, estimates, and other materials prepared by the Contractor should be directed to the Project Manager and also to any other PGCC

personnel designated by the Project Manager. Direct contact or communication by the Contractor with other PGCC offices or any other entity concerning the Services shall be made only with the prior knowledge and approval of the Project Manager.

1.4 The professional contractor for the Services shall be the same person identified in this contract unless (a) a change is requested by the Contractor and approved in writing by the Project Manager; or (b) a change is requested in writing by the Project Manager for good cause, in which case the Contractor shall make an appropriate substitution, subject to PGCC's approval, and notify PGCC in writing. Major changes in the Contractor's organization or personnel (other than the Contractor) shall be reported to PGCC in writing as they occur.

1.5 If applicable, any amendments to this Agreement, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. The Scope of Services which is set forth as Attachment A is made a part of this Agreement.

## **2.0 FEES AND PAYMENTS**

2.1 The Contractor's rates shall not exceed the fixed rates/fees provided in Attachment A and all such rates/fees include all expenses in the performance of the Services. Payments shall be made upon acceptance of deliverables as outlined in Attachment A of this Agreement or in Work Orders/written directives issued by PGCC. The maximum fee for all services provided under this Agreement shall not exceed unless modified by an amendment or the reissuance of a Purchase Order, at a later date. The College does not guarantee the Services. The College shall issue Work Orders to the Contractor, as needed.

2.2 Payment requests (invoices) shall be submitted electronically to the Accounts Payable Department, Prince George's Community College, 301 Largo Road, Largo MD 20774 at [accounting@pgcc.edu](mailto:accounting@pgcc.edu) and to the Project Manager.

2.3 Payment shall be paid within 30 days after PGCC's receipt and acceptance of an undisputed invoice.

2.4 **The Contractor shall include along with each invoice a summary of work/activities completed during the work period being invoiced.** The Contractor shall clearly reference the Purchase Order or Contract number; the type of billing, i.e., the deliverable; and additional information as may be specifically required elsewhere in this Agreement.

2.5 No invoice will be processed if there is a dispute between PGCC and the Contractor as to the current or cumulative Services provided.

2.6 PGCC's approval of periodic payments to the Contractor shall not constitute, in any sense, approval or acceptance by PGCC of the work performed through the date of the invoice or of the Contractor's assertion of percentage of the Services completed through the date of the invoice.

2.7 It is understood that there is no guarantee of dollar amount of work under this Contract. Payment will be issued on Services rendered. Adjustments to payments for non-performance may be taken by the College, at its sole discretion.

2.8 As an independent contractor of PGCC, no withholding of income tax, Social Security, or other sums will be made from the payment to the Contractor.

### **3.0 EVALUATION AND ACCEPTANCE PROCEDURE**

3.1 Upon completion and delivery of each deliverable by the Contractor, PGCC will begin the evaluation and acceptance process, which shall include, but not be limited to, the steps described below. Payments, in accordance with Section 3 of this Contract will be based on the completion/delivery of a deliverable by Contractor and acceptance by PGCC of each deliverable. The Contractor will demonstrate to PGCC that the deliverable has been completed or has occurred and will provide PGCC with written notice of the same.

3.2 Within the time period specified in the Contract including any Contract Amendments, or if not specified, then within five (5) business days of receipt by PGCC of a scheduled deliverable from the Contractor, PGCC shall determine whether such deliverable Materially Conforms to the specifications defined in the Contract. As used herein, the term "Materially Conforms" means that the deliverable is ready to be used in production and meets or exceeds its intended functionality and performance. If the deliverable Materially Conforms to the specifications, then PGCC will provide written confirmation to the Contractor that the deliverable is accepted.

3.3 If the deliverable does not Materially Conform, PGCC shall immediately return it to the Contractor with a written list of deficiencies. The Contractor, at no additional cost to PGCC, shall thereafter make all appropriate and necessary fixes to the deliverable and return it to PGCC within the time period specified, or if not specified, then within ten (10) business days for further evaluation by PGCC. If the deliverable again fails to Materially Conform, then this same process will be repeated one more time. If the deliverable fails to Materially Conform to the specifications after delivery for the second time then PGCC may, at its sole discretion, (a) further extend the timeframe for cure and (b) extend the warranty period, if applicable, or (c) begin the termination process as defined in Section 6.3 of this Contract. If PGCC does not elect to terminate this Contract after the second failure, it has not automatically waived its right to do so following any additional failed attempt at correction by the Contractor to which the Parties may agree.

3.4 If either party fails to meet the evaluation period described above, or any other periods of time as mutually agreed to, the other party may declare the Contract has been materially breached and begin the termination process as defined in Section 6.3 of this Contract.

#### **4.0 ONSITE AND OFFSITE MEETINGS**

The College may request the Contractor to attend meetings or working sessions at any of PGCC's offices/campuses or extension centers and/or at designated offsite locations, as needed. Travel expenses shall not be reimbursed unless prior written approval is provided by the College. Meal and Incidental Expenses (M&IE) Reimbursement rates shall not exceed the State of Maryland rates posted on the Department of Budget and Management website, <https://dbm.maryland.gov/Pages/MealTipReimbursement.aspx>.

#### **5.0 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY**

5.1 For the consideration payable under this Agreement, all work product derived from the Services and required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law, and corresponding laws of other countries. PGCC shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Contractor hereby assigns all rights, title, and interest in and to the work derived from the Services and agrees to require all members involved in the production, as well as any agents or subcontractors of the Contractor involved in Services, to agree in writing that they assign to PGCC all right, title, and interest in work product derived from the Services required by this Agreement. All work product required by this Agreement shall also be protected by the attorney-client and attorney work product privileges available under Maryland law.

The Contractor shall retain ownership of any pre-existing intellectual property it held prior to this Agreement and to any intellectual property it develops outside this Agreement without reference to any materials or work it was exposed to under this Agreement.

5.2 Notwithstanding the terms of Paragraph 5.1, the Contractor is permitted, with written consent, to retain all rights to the intellectual capital (including without limitation, ideas, methodologies, processes, inventions, and tools) developed or possessed by the Contractor prior to, or acquired during, the performance of the Services under this Contract.

#### **6.0 OTHER TERMS AND CONDITIONS**

6.1 Maryland Law – The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

6.2 Termination for Convenience – The College may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination.

6.3 Termination for Default – When the Contractor has not performed or has unsatisfactorily performed the Services, payment shall be withheld at the discretion of the College. Failure on the part of a the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Agreement, and the Contractor will not be entitled to recover any costs incurred by the Contractor up to the date of termination.



6.4 Changes – This Agreement may be amended with the consent of the Parties. Amendments may not change significantly the scope of the Agreement.

6.5 Disputes – Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by other College officials.

6.6 Suspension of Work – The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as she may determine to be appropriate for the convenience of the College.

6.7 Delays and Extension of Time – The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor, its subcontractors, or suppliers.

6.8 Nondiscrimination in Employment – The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability, and (b) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

6.9 Contingent Fee Prohibition – The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, for any fee or any other consideration contingent on the making of this Agreement.

6.10 Ethics – This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any College employee in connection with this Agreement.

6.11 Intellectual Property – The Contractor agrees to defend upon request and to indemnify and save harmless PGCC, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

6.12 Choice of Venue – Any lawsuits filed by the Parties arising out of this agreement shall be filed in either the Circuit Court or District Court for Prince George's County, MD.

6.13 If funds are not appropriated or if funds are not otherwise made available for continued performance of this Contract, this Contract shall be canceled automatically for Services for which funds were not appropriated or otherwise made available, provided that this will not affect either the College's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The College shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **7.0 CONFIDENTIAL INFORMATION**

7.1 The Contractor acknowledges and understands that in connection with this Agreement for the performance of the Services and otherwise, the Contractor has had or shall have access to, has obtained or shall obtain, or has been or shall be given the College's Confidential Information (as defined herein). For purposes of this Agreement, "Confidential Information" means all information provided by the College to the Contractor, including without limitation information concerning the College's business strategies, political and legislative affairs, students, employees, vendors, contractors, student records, customer lists, finances, properties, methods of operation, computer and telecommunications systems, software, and documentation. Confidential Information includes information in any and all formats and media, including without limitation oral information, and it includes the originals and any and all copies and derivatives of such information.

7.2 The Contractor shall use the Confidential Information only if and when required for the performance of the Services, for no other purpose whatsoever, and only as needed by Contractor employees engaged in such performance.

7.3 Contractor shall not, in any manner whatsoever, disclose, permit access to, or allow use of Confidential Information to any person or entity except as specifically permitted or required under this Contract.

7.4 Contractor acknowledges and understands that PGCC is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), the Maryland Public Information Act ("PIA"), and the Health Insurance Portability and Accountability Act ("HIPAA"), including regulations promulgated thereunder, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws"). The Confidential Information that is protected under FERPA and HIPAA will be provided to the Contractor because it is handling an institution service or function that would ordinarily be performed by PGCC's employees. The Contractor agrees

that it shall be obligated to protect and may only maintain and use the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as PGCC would be obligated if the Confidential Information were in the possession or control of PGCC. The Contractor further agrees that it is subject to the requirements governing the use and redisclosure of personally identifiable information from education records as provided in FERPA and medical records as provided in HIPAA.

7.5 The Contractor may disclose Confidential Information as required by legal process. If Contractor is required by legal process to disclose Confidential Information, the Contractor shall immediately notify the College and before disclosing such information shall allow the College reasonable time to take appropriate legal action to prevent disclosure of the Confidential Information.

7.6 The Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.

7.7 The Contractor acknowledges that the Contractor's failure to comply fully with the restrictions placed upon use, disclosure, and access to Confidential Information may cause the College grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section 7 shall be a material breach of this Agreement.

7.8 The Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. The Contractor shall forward any request for disclosure of Confidential Information to:

**Office of Procurement  
Prince George's Community College  
301 Largo Road, Largo MD 20774**

7.9 Except to the extent otherwise required by applicable professional standards, the obligations under this section do not apply to information that (a) is or becomes generally known to the public, other than as a result of disclosure by the Contractor, (b) had been previously possessed by Contractor without restriction against disclosure at the time of receipt by the Contractor, (c) was independently developed by the Contractor without violation of this Contract, or (d) the Contractor and the College agree in writing to disclose. Each party shall be deemed to have met its nondisclosure obligations under this section as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

7.10 All Confidential Information received by the Contractor shall be returned to the College or destroyed upon completion or termination of this Contract.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the College and its respective agents, servants, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services by the Contractor, provided that such claim, damage, loss, or expense is caused in whole or in part by any negligent or willful act or omission of the Contractor or any employee, agent or subcontractor of the Contractor. At PGCC's request, the Contractor will defend PGCC or settle any suit, claim, or proceeding brought against PGCC in relation to this contract. This obligation is not intended to be or to imply a waiver of the sovereign immunity of PGCC. The College does not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Agreement.

## **9.0 RELATIONSHIP OF THE PARTIES**

9.1 Nothing in this Agreement shall be construed to establish a relationship of servant, employee, partnership, association, or joint venture between the Parties. Neither party shall bind or attempt to bind the other to any contract, warranty, covenant, or undertaking of any nature whatsoever unless previously specifically authorized in writing in each instance. Nothing in this Agreement is intended to create a joint employment relationship.

9.2 It is understood and agreed that the Contractor is an independent contractor of the College and not an employee. Except as set forth in this Agreement, the College will not withhold income taxes, social security, or any other sums from the payments made to the Contractor hereunder. All employees or contractors of the Contractor shall in no way be considered employees of the College, but rather they shall be employees or contractors of the Contractor, and the Contractor shall bear full responsibility for compensating those persons and for their performance of Services under this Agreement.

9.3 Each party reserves the right to review all press releases or other public communications of the other party that may affect the party's public image, programs, or operations.

9.4 The Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without the College's prior written approval.

## **10.0 INSURANCE**

The Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Agreement. The Contractor shall also maintain in full force and effect workers' compensation insurance as required by the laws of the jurisdiction in which the Services are performed. Upon request, the Contractor shall provide the College with evidence of such insurance.

## **11.0 SOFTWARE AND SECURITY (If Applicable)**

11.1 The Contractor is the owner or authorized user of the Contractor's software and all of its components, and the Contractor software and all of its components, to the best of the Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright, or any other right of ownership of any third party.

11.2 The Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. The Contractor's software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to Confidential Information.

11.3 The Contractor shall report any confirmed or suspected breach of the College's data to PGCC's Program Manager within one (1) hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of the College's data shall be reported to PGCC's Program Manager within 12 hours of discovery or detection.

11.4 The Contractor shall follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.

11.5 The Contractor shall configure and maintain networks to be suitably hardened against security threats and ensure adequate performance.

11.6 The Parties, at their own expense, shall comply with the laws, rules, and regulations of competent public authority relating to their duties, obligations, and performances under this Agreement; shall procure all licenses and pay all fees and other charges required thereby; and shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.

11.7 Neither party shall, in the course of its performance or nonperformance of this agreement, discriminate in the selection of any participant pursuant to this Agreement because of race, creed, color, national origin, religion, disability, sex, sexual orientation, age, or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983, and subsequent amendments and pertinent federal and state laws regarding discrimination. In the event of the Contractor's noncompliance with these sections, this Agreement may be canceled, terminated, or suspended in whole or part, by the College.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers or officials.

Prince George's Community College

Contractor

By: \_\_\_\_\_  
Terri Bacote- Charles  
VP for Administrative and Financial Services

By: \_\_\_\_\_  
XXXX

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACT AFFIDAVIT**

(This affidavit is a mandatory contract addendum but it is only required from the successful Contractor also referred to as “Consultant”.)

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) SAMPLE and the duly authorized representative of (business) SAMPLE and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_) (foreign\_\_\_) [check one] 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 address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due 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.

**C. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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D. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated \_\_\_\_\_, 20\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: \_\_\_\_\_



## Attachment B

### MBE Participation Schedule (for submission with Proposal)

This document must be included with the bid or Price Proposal offer. If the Offeror fails to submit this form with the bid or Price Proposal offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offer is not reasonably susceptible of being selected for award. MBE Terms and Conditions shall apply, see Appendix M.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Dollar Amount or Percentage of Total Contract	

#### USE THE ATTACHED CONTINUATION PAGE AS NEEDED

TOTAL MBE PARTICIPATION:	_____ % \$ _____
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	_____ % \$ _____
TOTAL ASIAN-AMERICAN MBE PARTICIPATION:	_____ % \$ _____
TOTAL HISPANIC-AMERICAN MBE PARTICIPATION:	_____ % \$ _____
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ % \$ _____
TOTAL OTHER MBE PARTICIPATION:	_____ % \$ _____

Document Prepared By: (please print or type)

Name: \_\_\_\_\_

Title: \_\_\_\_\_