

Office of Purchasing and Supply Services Facilities Administration Building 13300 Old Marlboro Pike, Room 20 Upper Marlboro, MD 20772 301-952-6560 Fax: 301-952-6605

NOTICE OF CONTRACT AWARD

July 1, 2021

Alpha Best 5980 Kinney Road Lewisville, NC 27023 Office: 480.815.7014

Fax: 336.712.3223 Contact: Dawn Hosni

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Buyer: Donna Parks Telephone: 301.952.6567 Fax: 301.952.6605

Email: donna.parks@pgcps.org

Subject: RFP 018-21 Before and After Care Services for PGCPS Managed Sites

Alpha Best has been selected as the vendor to provide services in accordance with the above-mentioned **RFP**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

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

Please sign below and return all documents to the PURCHASING OFFICE within five (5) business days. Failure to sign the contract award and return <u>all</u> required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

CONTRACT TERM

The initial term of the contract will be for two (2) years. This contract is effective from July 1, 2021 through June 30, 2023.

OPTION TO RENEW CONTRACT

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

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

See Contract Pricing

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE **DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a purchase order(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations, including approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

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

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

Restrictions on Employee Assignments:

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

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

CRIMINAL BACKGROUND CHECKS

1. GENERAL PROVISIONS

- A. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified below.
- B. The Vendor agrees to provide the designated PGCPS representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. school/office
 - iii. solicitation number
 - iv. contract number; and
 - v. PGCPS representative/project manager
- C. An Executed Contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

Compliance Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendor's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy

and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. <u>Employees Having Direct Contact with Students</u>:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. <u>Employment of Child Sex Offenders</u>:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within five (5) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the RFP 018-21 for all applicable terms and conditions.

ACCEPTED BY: FOR THE FIRM:			FOR THE BOARD OF EDUCATION:	
	07/02/2021		07/07/2021	
SIGNATURE	DATE	SIGNATURE	DATE	
Melissa Moreano		Keith Stewart		
NAME		NAME:		
<u>CFO</u>		Director, Purchasing & Supply Services		
TITLE		TITLE		
		FOR THE BOARD OF ED	UCATION	
AlphaBEST Education, Inc.		OF PRINCE GEORGE'S C	OUNTY	
FIRM		UPPER MARLBORO, MARYLAND 20772		

CONTRACT PRICING

Service Description	Unit	Fee
Service Description	CIII	100
Annual Registration Fee	Family	\$50.00
Timum Itegisermissa I ee	z man,	450100
Della Defens Calcal Casa Casada	C4 4	60.00
Daily Before School Care Services	Student	\$8.00
		040.00
Daily After School Care Services	Student	\$12.00
	Student/Per	
Five (5) Day Before and After School Care Services	Week	\$80.00
	Student/Per	
Three (3) Day Before and After School Care Services	Week	\$60.00
	10 Visits/Per	
Ten (10) Day Visit Punch Pass	Student	\$170.00
Discounts		
• Siblings	Student	10%
	Student	1070
PGCPS Employees	Family	30%
Military Families	Family	15%
		12% qualifying
		reduced lunch 15% qualifying free
Sliding Scale	Family	lunch
- Showing State	- minj	ишен
Penalties		
Late Payment Fees Per Occurrence	Child	\$15.00
Loto Diek Un Eoos Dou Minute	Child	\$1.00 non minute
Late Fick Up Fees Per Minute	СШа	51.00 per minute
Revenue Payment to PGCPS based on monthly revenue		
every month during the term of the agreement	Monthly	8%
Late Pick Up Fees Per Minute Revenue Payment to PGCPS based on monthly revenue. Monthly payments are due no later than the 15 th day of	Child Child Monthly	\$15.00 \$1.00 per minute

RFP 018-21 BEFORE AND AFTER CARE SERVICES ALPHA BEST ASSIGNED BEFORE AND AFTER CARE CENTERS

	CENTER	MAXIMUM STUDENT ENROLLMENT	LAST STUDENT
SCHOOLS	LOCATION	CAPACITY	ENROLLMENT
1. Ardmore	Central	45	28
2. Barack Obama	South	120	108
Benjamin Foulois	South	75	47
4. Cora Rice	Central	55	38
5. Glenarden Woods	Central	45	42
6. Heather Hills	North	60	60
7. Highland Park	South	45	20
8. JP Hoyer	South	30	16
9. Kettering	Central	45	28
10. Kingsford	Central	90	52
11. Lake Arbor	Central	105	51
12. Longfields	South	45	8
13. Melwood	South	60	43
14. Perrywood	Central	75	67
15. PE. Williams	Central	135	57
16. Potomac Landing	South	60	34
17. Rosaryville	South	60	44
18. University Park	North	75	73
19. Waldon Woods	South	60	44
20. William Paca	South	15	6
21. Woodmore	South	75	53