



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF AWARD

October 10, 2022

Balanced Choice
4880 Stamp Road
Temple Hills, MD 20748
Tel No.: 770.325.0235
Contact Name: John Brathwaite
Email: johnb@bcvnational.com

Buyer: Ann Harrison/DF
Telephone: 301.952.6560
Email: ann.harrison@pgcps.org

SUBJECT: RFP 023-22 Vending Services

Balanced Choice has been selected as the vendor to provide services in accordance with the above-mentioned **RFP 023-22 Vending Services**. 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 Prince George's County Public Schools before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board 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.

Until this Notice of Award is fully executed **AND** a **Notice to Proceed (NTP)** is issued by the **Department of Purchasing and Supply**, authorization for mobilization or commencement of work is forbidden.

Please sign and date the NOA in Adobe Sign. Your firm's current Certificate of Liability Insurance, Payment and Performance Bonds (if applicable) should be mailed to the Office of Purchasing and Supply Services within **five (5)** business days of receipt of this notice. The Certificate of Liability Insurance, and if applicable, Payment and Performance Bonds shall be made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland and provide proof that the coverage has been paid.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically. The electronic file will serve as the official executed Notice of Award.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0** made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND,**

must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE’S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN FIVE (5) DAYS. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with **RFP 023-22 Vending Services** is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT

THIS IS A NO COST CONTRACT.

The Vendor (Balanced Choice) shall provide a 36% commission to the Board on all proceeds of the cited vending services as stated in vendor’s proposal dated July 25, 2022.

Prince George’s Schools selected to receive vending services will be defined under a Contract Amendment to this Notice of Award.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO COMMENCE DELIVERIES at this time. Commence service/work only after receipt of a fully executed Notice of Award and a Purchase Order or a Notice to Proceed.

CONTRACT TERM

The term of the contract will be from **November 1, 2022 through October 31, 2025**.

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 the renewal shall not exceed two (2) **additional (1) year periods**.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful respondents accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation.

LIQUIDATED DAMAGES FOR MBE NON-COMPLIANCE

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the

agreed upon liquidated damages are reasonably proximate to the loss the Board is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law. The successful respondents accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. 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. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

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 SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGPCS property or engaging in any authorized activities involving PGPCS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administration Building or by the PGPCS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGPCS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign

out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

Restrictions on Employee Assignments:

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

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

CRIMINAL BACKGROUND CHECKS

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. Executed task orders related to this contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements have been completed.

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.

COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor, subcontractor, or employee of Partner (referred to herein as “Partner’s staff”), hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable. The Partner’s staff shall prepare and adjust requirements for COVID upon notification as directed by the BOARD based on CDC recommendations.

Unless otherwise stated and to the extent possible:

1. Partner’s Staff shall be required to submit a list or other documentation of all Partner’s staff who tested positive by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which PGCPS facility is open by close of business. This requirement shall continue during the term of this Contract.
2. Partner’s Staff shall be required to wear a mask at all times to minimize risk while at a PGCPS facility or engaging with PGCPS staff.
3. PGCPS will not be responsible for testing Partner’s staff.

LAWS AND PERMITS

The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

This notice of award and all documents associated with the solicitation will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **RFP 023-22 Vending Services** for applicable terms and conditions.

AT
AT

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


John Brathwaite (Oct 11, 2022 15:21 EDT)
SIGNATURE

DATE

John Brathwaite


NAME

Partner

TITLE

Balanced Choice Vending

FIRM


keith.stewart@pgcps.org keith.stewart@pgcps.org (Oct 12, 2022 10:22 EDT) 10/12/2022
SIGNATURE DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772