

Keith Stewart, Director

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

NOTICE OF CONTRACT AWARD

January 24, 2022

EARN Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877
Tel No.: 301.740.3880
Contact: Rafael S. Navarro, President
Email: info@earncontractors.com

Buyer: Donna Parks/DF
Telephone: 301.952.6567
Fax: 301.952.6605
Email: donna.parks@pgcps.org

Subject: Rider: Baltimore County Public Schools MBU-509-18 Contracted Services - Painting Building Services.

EARN Contractors, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **Baltimore County Public Schools MBU-509-18**. 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 the 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.

Until the contract is signed by **EARN Contractors, Inc.** and the BOARD, authorization to commence to service the project on behalf of PGCPS is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within five (5) business days. Failure to sign the contract award and return all 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.

PERFORMANCE/PAYMENT BOND

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0.00** 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 TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

CONTRACT TERM

The initial term of the contract will be effective through **February 28, 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 __ (N/A) additional __ (N/A) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$150,000.00

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

- 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 WITH 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.

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 or employee of Partner (referred to herein as "Partner's staff"), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPS facility.

- A. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
- B. In the event Partner's services must be provided at a PGCPS site (not virtually):
 1. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
 2. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
 3. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 4. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative 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 schools are open by close of business. This requirement shall continue *each week during the term of this Contract*.
 5. PGCPS will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPS site until such time as the information is presented.

- C. Partner shall inform its PGcps Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
- D. In the event a non-PGCPS staff tests positive for Covid-19, Partner shall inform the PGcps Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPS employee.

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 **BCPS MBU 509-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


 Jan 31, 2022
EST

SIGNATURE DATE

NAME

TITLE

FIRM

 Jan 31, 2022
keith.stewart@pgcps.org keith.stewart@pgcps.org (Jan 31, 2022 11:09 EST)

SIGNATURE DATE

Keith Stewart
NAME:

Director, Purchasing & Supply Services
TITLE

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

Solicitation Number: MBU-509-18

PRICE PROPOSAL - INSTRUCTIONS:

BIDDERS ARE REQUIRED TO SUBMIT PRICING FOR EVERY "ITEM" CONTAINED WITHIN THIS FORM OF PROPOSAL.

BIDDERS NOT RESPONDING TO EVERY "ITEM" SHALL BE DEEMED NON-RESPONSIVE.

Bidders are invited to provide "Percentage off" discount pricing for supplies, parts and/or accessories that are typically utilized by commercial customers similar to BCPS. Bidders may provide as an attachment to this proposal the "Percentage off" discount pricing listing. Such listing should be formatted as instructed below:

List the name of the manufacturer, followed by the discount percentage.

For example: Square D 40%

DO NOT provide "percentage off" discount pricing that would increase cost above the most recent manufacturer price.

If a Bid amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.



Rafael S. Navarro

12/07/2017

(Signature of Bidder)

(Date)

Solicitation Number: MBU-509-18

PRICE PROPOSAL PAGE

ITEM 1 Group: HOURLY LABOR RATES

ITEM 1A: "REGULAR HOURLY LABOR RATE" FOR ONE JOURNEYMAN

ITEM 1A BID: \$ 19.65 (IN DOLLARS)

ITEM 1A BID: Nineteen and 65/100 (IN WRITING)

ITEM 1B: "REGULAR HOURLY LABOR RATE-OFF HOURS" FOR ONE JOURNEYMAN

ITEM 1B BID: \$ 19.65 (IN DOLLARS)

ITEM 1B BID: Nineteen and 65/100 (IN WRITING)

ITEM 1C: "REGULAR HOURLY LABOR RATE" FOR ONE APPRENTICE

ITEM 1C BID: \$ 17.00 (IN DOLLARS)

ITEM 1C BID: Seventeen 00/100 (IN WRITING)

ITEM 1D: "REGULAR HOURLY LABOR RATE-OFF HOURS" FOR ONE APPRENTICE

ITEM 1D BID: \$ 17.00 (IN DOLLARS)

ITEM 1D BID: Seventeen 00/100 (IN WRITING)

ITEM 1E: "HOLIDAY HOURS AND/OR DOUBLE TIME RATE" FOR ONE JOURNEYMAN

ITEM 1E BID: \$ 19.65 (IN DOLLARS)

ITEM 1E BID: Nineteen and 65/100 (IN WRITING)

Rafael S. Navarro

12/07/2017

(Signature of Bidder)

(Date)

Solicitation Number: MBU-509-18

ITEM 1F: "HOLIDAY HOURS AND/OR DOUBLE TIME RATE" FOR ONE APPRENTICE

ITEM 1F BID: \$ 17.00 (IN DOLLARS)

ITEM 1F BID: Seventeen 00/100 (IN WRITING)

**ITEM 1G: "MATERIAL MARK-UP PERCENTAGE" [not exceed 20%]
-OR-
"PERCENTAGE MARK-DOWN"**

[MARK-UP / MARK-DOWN SHOULD BE BASED ON \$50,000 SPEND OVER THE FIVE YEARS OF THE CONTRACT]

ITEM 1G BID: % 10% (IN PERCENT)

ITEM 1G BID: Ten percent (IN WRITING)

ITEM 1H: "SUB-CONTRACTOR MARK-UP PERCENTAGE"

ITEM 1H BID: % 9% (IN PERCENT)

ITEM 1H BID: Nine Percent (IN WRITING)