



Johnna Smarr, Acting Director

Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building

13300 Old Marlboro Pike, Room 20

Upper Marlboro, MD 20772

NOTICE OF CONTRACT AWARD

January 27, 2020

EARN Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877
Contact: Rafael S. Navarro
Phone: 301.740.3880
Email: info@earncontractors.com

Susan Windsor
Telephone: 301.780.2513
Fax: 301.952.6605
Email: susan.windsor@pgcps.org

SUBJECT: Rider Contract, Montgomery County Public Schools Contract 4022.7 On-Call Painting Contractors – Interior Painting at William Paca Elementary School

EARN Contractors, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **MCPS Contract 4022.7 for On-Call Painting Contractors**. 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 for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) 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 – N/A

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.**

INITIAL CONTRACT TERM

The term of the contract will be from date of award through project completion.

OPTION TO RENEW CONTRACT- N/A

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 available renewal options.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$53,288.00

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** signed by the Purchasing Agent.

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 ten (10) 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.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee 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 documents.

AVAILABILITY OF FUNDS

The 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 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 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 PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasser 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 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.

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.

VENDOR RESPONSIBILITIES

- A. 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

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.

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to MCPS 4022.7 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 02/06/2020



 SIGNATURE DATE
 Rafael S. Navarro

 NAME
 President

 TITLE

 E.A.R.N Contractors, Inc

 FIRM

  2/13/2020

 SIGNATURE DATE
 Johnna Smarr

 NAME:
 Acting Director, Purchasing & Supply Services



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

 SIGNATURE DATE
 Mark Fossett

 NAME:
 Associate Superintendent for Supporting Services

 TITLE

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

  2/14/2020

 SIGNATURE DATE
 Barry Stanton

 NAME:
 Chief Operating Officer

 TITLE

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

CONTRACT PRICING

Proposal #	Proposal Amount
16374	53,288.00



442 E. D. ...
Gathersburg, Md ...

Phone # 301 740 3880

Fax # 301 740 3881

Web Site www.EarnContractors.com

E-mail info@EarnContractors.com

Proposal

Proposal Submitted To :

Prince George's County Public Schools
13300 Old Marlboro Pike Room #20
Upper Marlboro ,MD 20772
David Clark

Job Location :

William Paca Elementary School
7801 Sheriff Rd,
Landover. MD 20785

Date 12/11/2019

Proposal # 16374

Phone #

Fax #

PO Number

We hereby submit specifications and estimates for :

Item	Description	Qty	Cost	Total
Painting	EARN Contractors ,Inc will provide labor and material to properly prep all walls and doors jams in all hallways ,classrooms, bathrooms,multipurpose room ,media center,bathrooms,boiler room etc.All walls and doors frames will 2 coats,boiler room floor and ceiling will get done as well,and metal beams in multipurpose room.All wall and doors frames will 2 coats,boiler room floor and ceiling will get done as well , and metal bwams in multiporpus room.			0.00
Labor	6 painters X\$21.60X10hrsX28 days =\$36,288		36,288.00	36,288.00
Material	Primer=250 Gallons X \$22=\$5,500.00 Finish 250Gallons X \$26=\$6,500.00		12,000.00	12,000.00
Miscellaneous Pl...	Miscellaneous Plastic & Plastic ,caulk and Plaster		5,000.00	5,000.00

We Propose hereby to furnish material and laborr complete in accordance with above specifications, for the sum of : \$53,288.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Rafael S. Navarro

Acceptance of Proposal - The Above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Note : This proposal may be withdrawn by us if not accepted within _____ days.