



Johnna Smarr, Acting Director

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

October 23, 2019

Electrical Automation Services, Inc.
3410 Mountain Road
Pasadena, MD 21122
Telephone: 410.437.3103
Contact Email: j.ashe@easiccontrols.com
Contact Name: Jeffrey W. Ashe

Dariya Jackson
Telephone: 301.952.6726
Fax: 301.952.6605
Email: Dariya.Jackson@pgcps.org

SUBJECT: Rider Contract: Anne Arundel County Public Schools - Energy Management Maintenance and Control System Programming Services – Contract # 16SC - 069 – Building Services

Electrical Automation Services, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned Rider Agreement with Anne Arundel County Public Schools – Contract No. 16SC-069. 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.

PERFORMANCE/PAYMENT BOND

When required the successful Respondent shall submit A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

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 term of the contract will be from date of award until March 1, 2020.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$277,056.00

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 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 involving 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 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.

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 offense 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.

17.1 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 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. Vendors 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.

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 the AACPS – 16SC -069 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:



SIGNATURE

10/24/2019

DATE



SIGNATURE

10/31/19

DATE

Matthew R. Pettie

NAME

Johnna Smarr

NAME:

CFO

TITLE

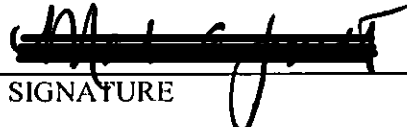
Acting Director, Purchasing & Supply Services

TITLE

Electrical Automation Services Inc.

FIRM

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



SIGNATURE

11.4.19

DATE


Mark Fossett

NAME:

Associate Superintendent for Supporting Services

TITLE

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



SIGNATURE

11/4/19

DATE

Barry Stanton

NAME:

Chief Operating Officer

TITLE

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

CONTRACT PRICING

OPTION A Hourly Rate for Certified Honeywell Technician licensed to work on Honeywell 310	Electrical Automation Services
Year One Regular Hourly Rate	\$115.00
Emergency Hourly Rate	\$155.00
Year Two Regular Hourly Rate	\$117.00
Emergency Hourly Rate	\$158.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$119.00
Emergency Hourly Rate	\$161.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$121.00
Emergency Hourly Rate	\$164.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$123.00
Emergency Hourly Rate	\$167.00
Total Hourly Rates x 52 weeks	\$30,940.00
Total Emergency Hourly Rates x 5 days	\$4,025.00
Grand Total	\$34,965.00

OPTION C Hourly Rate for Certified Johnson Controls Technician licensed to work on Johnson Controls (N2)	Electrical Automation Services
Year One Regular Hourly Rate	\$105.00
Emergency Hourly Rate	\$136.00
Year Two Regular Hourly Rate	\$107.00
Emergency Hourly Rate	\$138.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$109.00
Emergency Hourly Rate	\$140.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$111.00
Emergency Hourly Rate	\$142.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$113.00
Emergency Hourly Rate	\$144.00
Total Hourly Rates x 52 weeks	\$28,340.00
Total Emergency Hourly Rates x 5 days	\$3,500.00
Grand Total	\$31,840.00

OPTION E Hourly Rate for Certified Johnson Controls Technician licensed to work on Johnson Controls (LON)	Electrical Automation Services
Year One Regular Hourly Rate	\$105.00
Emergency Hourly Rate	\$136.00
Year Two Regular Hourly Rate	\$107.00
Emergency Hourly Rate	\$138.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$109.00
Emergency Hourly Rate	\$140.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$111.00
Emergency Hourly Rate	\$142.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$113.00
Emergency Hourly Rate	\$144.00
Total Hourly Rates x 52 weeks	\$28,340.00
Total Emergency Hourly Rates x 5 days	\$3,500.00
Grand Total	\$31,840.00

OPTION F Hourly Rate for Certified Honeywell Tridium Technician licensed to work on Tridium	Electrical Automation Services
Year One Regular Hourly Rate	\$105.00
Emergency Hourly Rate	\$136.00
Year Two Regular Hourly Rate	\$107.00
Emergency Hourly Rate	\$138.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$109.00
Emergency Hourly Rate	\$140.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$111.00
Emergency Hourly Rate	\$142.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$113.00
Emergency Hourly Rate	\$144.00
Total Hourly Rates x 52 weeks	\$28,340.00
Total Emergency Hourly Rates x 5 days	\$3,500.00
Grand Total	\$31,840.00

OPTION G Hourly Rate for Certified Circon Technician licensed to work on Circon	Electrical Automation Services
Year One Regular Hourly Rate	\$105.00
Emergency Hourly Rate	\$136.00
Year Two Regular Hourly Rate	\$107.00
Emergency Hourly Rate	\$138.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$109.00
Emergency Hourly Rate	\$140.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$111.00
Emergency Hourly Rate	\$142.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$113.00
Emergency Hourly Rate	\$144.00
Total Hourly Rates x 52 weeks	\$28,340.00
Total Emergency Hourly Rates x 5 days	\$3,500.00
Grand Total	\$31,840.00

OPTION H Hourly Rate for Certified Siemens Technician licensed to work on Siemens	Electrical Automation Services
Year One Regular Hourly Rate	\$105.00
Emergency Hourly Rate	\$136.00
Year Two Regular Hourly Rate	\$107.00
Emergency Hourly Rate	\$138.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$109.00
Emergency Hourly Rate	\$140.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$111.00
Emergency Hourly Rate	\$142.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$113.00
Emergency Hourly Rate	\$144.00
Total Hourly Rates x 52 weeks	\$28,340.00
Total Emergency Hourly Rates x 5 days	\$3,500.00
Grand Total	\$31,840.00

OPTION I Hourly Rate for a Pneumatic Fitter certified to work on Pneumatic Controls and Equipment	Electrical Automation Services
Year One Regular Hourly Rate	\$95.00
Emergency Hourly Rate	\$123.00
Year Two Regular Hourly Rate	\$97.00
Emergency Hourly Rate	\$125.00
Extension #1 (Option)	
Year Three Regular Hourly Rate	\$99.00
Emergency Hourly Rate	\$127.00
Extension #2 (Option)	
Year Four Regular Hourly Rate	\$101.00
Emergency Hourly Rate	\$129.00
Extension #3 (Option)	
Year Five Regular Hourly Rate	\$103.00
Emergency Hourly Rate	\$131.00
Total Hourly Rates x 52 weeks	\$25,740.00
Total Emergency Hourly Rates x 5 days	\$3,175.00
Grand Total	\$28,915.00