



PURCHASING AND SUPPLY SERVICES

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

NOTICE OF CONTRACT AWARD

May 23, 2023

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

Kaniea Barnhardt/EW
Telephone: 301.780-2515
Fax: 301.952.6605
Email: kaniea.barnhardt@pgcps.com

SUBJECT: Rider Contract BCPS JBO-718-23, On-Call Painting Services

E.A.R.N. Contractors, Inc has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned **Rider BCPS JBO-718-23 under PGCPS Contract DBS059-23** at one or more PGCPS Facilities. 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 responsible cost. 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, but reserves the right to purchase any item/items listed in the price schedule submitted.

Failure to sign the contract award via ADOBE 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.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a notice to proceed (NTP) has been issued. If a Notice to Proceed has not been issued, work shall not commence until vendor is in receipt of a Purchase Order signed by the Purchasing Agent.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. The iSupplier registration link is as follows: <https://www.pgcps.org/offices/purchasing/isupplier>

Vendors must provide their iSupplier Number at the time **Notice of Award is signed**. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier 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.

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PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check 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.

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 within 5 (five) 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.

CONTRACT AWARD ESTIMATED AMOUNT

The amount of award has an estimated value of **\$150,000.00**

CONTRACT TERM

The term of the contract will be effective from date of full execution through **29 February 2028**.

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 available renewal options under Rider Contract **BCPS JBO-718-23**.

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 proposal document(s).

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.

MBE GOALS

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at: <https://www.pgcps.org/offices/general-counsel>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments.

The vendor shall provide materials, supplies, equipment, and/or services for the scope of work as defined under BCPS JBO-718-23 and shall attempt to achieve **15% participation** of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education's goal for economic development.

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).

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- b. All fingerprint background checks and CPS clearances 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 fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service 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. The Vendor 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.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department 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. 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.

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

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 neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

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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.

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, 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 **BCPS JBO-718-23** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Rafael S. Navarro
Rafael S. Navarro (May 25, 2023 13:14 EDT)

May 25, 2023

Keith Stewart
keith.stewart@pgcps.org keith.stewart@pgcps.org (May 26, 2023 18:45 EDT) May 26, 2023

SIGNATURE DATE

SIGNATURE DATE

Rafael S. Navarro

Keith Stewart

NAME

NAME:

President

Director, Purchasing & Supply Services

TITLE

TITLE

E.A.R.N Contractors, Inc

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

FIRM

34591

Procurement Supervisor
Procurement Supervisor (May 26, 2023 10:49 EDT)

iSUPPLIER ID #

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**ATTACHMENT A
VENDOR CONTRACT PRICING**

	E.A.R.N Contractors, Inc	
	ITEM 1 Group: HOURLY LABOR RATES	
ITEM 1A: "REGULAR HOURS" LABOR RATE FOR ONE (1) PAINTER		\$29.49
ITEM 1B: "OFF- HOURS" LABOR RATE FOR ONE (1) PAINTER		\$39.49