



## 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

June 27, 2023

**Classic Lawn & Landscape, Inc.**  
111 Earls Road  
Baltimore, Md 21220  
Phone: 410.335.6868  
Contact Name: James Hardy  
Email: Jhardy@classiclandscape.com

**Buyer/Contract Specialist:** Kaniea Barnhardt  
**Telephone:** 301-780-2515  
**Email:** Kaniea.Barnhardt@pgcps.org

**Technical Representative:** Orlando Whittington  
**Email:** [Orlando.Whittington@pgcps.org](mailto:Orlando.Whittington@pgcps.org)

#### **SUBJECT: DBS045-23 Athletic Field Maintenance & Lawn Services**

**Classic Lawn & Landscape, Inc.** has been selected as the vendor to **Athletic Field Maintenance & Lawn Services** to perform work as defined in IFB DBS045-23. During the season, the field maintenance will be coordinated with athletic events; and timelines must be met for varsity competitions (24 hours prior). Additional services performed may include emergency service calls for repairs on an as needed basis. 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 or the receipt of a Purchase Order.

#### **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.

**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**, must be submitted to the PURCHASING OFFICE WITHIN TEN (10) DAYS.

**INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, must be submitted to the PURCHASING OFFICE within 5 (five) business days. 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 firm fixed price award for each location under Groups 6 is based on pricing listed under **Attachment A**. **The total cost for Group 6 is \$313,578.87 for the initial 3-year term.**

The fixed unit price for **Alternate Maintenance Services** is based on pricing listed under **Attachment B**. The estimated cost for these services is **\$25,000 annually**.

**CONTRACT TERM**

The term of the contract will be effective from date of full execution through **June 21, 2026**.

**OPTION TO RENEW CONTRACT**

In its sole discretion, The Board shall have the unilateral right to renew the Contract for two (2) one-year option periods successive (each a "Renewal Term") at the prices established at contract award. "Term" means the Initial Term and any Renewal Term(s).

**OPTION TO EXTEND SERVICE**

The Board may require continued performance of any services within the limits and at the rates specified in the contract beyond the renewal period. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months.

**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 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).
- 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. 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.
- e. 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.
- f. 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

g. 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.

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

### **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 **DBS045-23** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

James O. Hardy  
James O. Hardy (Jun 30, 2023 12:58 EDT)

SIGNATURE DATE

James O. Hardy

NAME

COO

TITLE

Classic Lawn & Landscape

FIRM

51010

iSUPPLIER ID

FOR THE BOARD OF EDUCATION:

Keith Stewart  
keith.stewart@pgcps.org keith.stewart@pgcps.org (Jun 30, 2023 14:03 EDT)

SIGNATURE DATE

Keith Stewart

NAME

Director, Purchasing & Supply Services

TITLE

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



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## Attachment A Group 6 CONTRACT PRICING

Vendor pricing shall adhere to the negotiated pricing detailed in the pricing proposal/bid form. No other charges or price changes will be accepted without prior approval from the BOARD.

FOR THE FIRM (Signature for Contract Pricing):

*James O. Hardy*  
 James O. Hardy (Jun 30, 2023 12:58 EDT)

School Location	Baseball	Baseball Cost \$	Softball	Softball Cost \$	Football, Lacrosse & Soccer (Combined Field)	Football, Lacrosse & Soccer (Combined Field) Cost \$	Soccer (Individual Field)	Soccer Cost \$	Initial Term Extended Price by Location	Option Year 1 Escalation % Factor	Option Year 2 Escalation % Factor
<b>Group 6</b>											
Beltsville Academy	X	\$ 15,091.66	X	\$ 12,068.15	N/A	\$ -	X	\$ 1,578.57	\$ 28,738.38	2%	2%
Buck Lodge MS	X	\$ 8,030.92	X	\$ 10,559.76	N/A	\$ -	X	\$ 14,543.68	\$ 33,134.36	2%	2%
Duval HS	X	\$ 12,123.54	X	\$ 11,263.48	X	\$ 20,123.12	N/A	\$ -	\$ 43,510.14	2%	2%
Dwight Eisenhower MS	X	\$ 8,945.33	X	\$ 12,215.49	N/A	\$ -	X	\$ 9,566.23	\$ 30,727.05	2%	2%
Eleanor Roosevelt HS	X	\$ 11,942.49	X	\$ 15,227.78	N/A (Turf)	\$ -	N/A	\$ -	\$ 27,170.27	2%	2%
Greenbelt MS	X	\$ 8,231.33	X	\$ 9,897.81	N/A	\$ -	X	\$ 4,119.79	\$ 22,248.93	2%	2%
High Point HS	X	\$ 15,125.44	X	\$ 12,132.19	X	\$ 21,409.09	N/A	\$ -	\$ 48,666.72	2%	2%
Laurel HS	X	\$ 14,682.21	X	\$ 11,204.83	X	\$ 22,014.25	N/A	\$ -	\$ 47,901.29	2%	2%
Martin L. King MS	X	\$ 11,289.44	X	\$ 13,954.44	N/A	\$ -	X	\$ 6,237.85	\$ 31,481.73	2%	2%
<b>Group 6 Total</b>									<b>\$ 313,578.87</b>		



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## Attachment B Alternate Maintenance Services CONTRACT PRICING

FOR THE FIRM (Signature for Contract Pricing):

*James O. Hardy*  
 James O. Hardy (Jun 30, 2023 12:58 EDT)

Alternate Maintenance Services per Unit Pricing				
* All repair types not specified in this bid must have approval from the Ground Shop Planner prior to services.				
Description	Unit	Fixed Unit Price (Initial Term)	Option Year 1 (Escalation % Factor)	Option Year 2 (Escalation % Factor)
Applying Fertilizer	Per Acre	\$ 165.00	2%	2%
Verticutting	Per Field	\$ 650.00	2%	2%
Applying Pesticide	Per Field	\$ 165.00	2%	2%
Soil Testing Services	Per Field	\$ 40.00	2%	2%
Irrigation Repairs	Per Hour	\$ 95.00	2%	2%
Irrigation Services (start up, inspection, winterization)	Per Hour	\$ 95.00	2%	2%
Pitcher Mound Installation	Per Hour	\$ 45.00	2%	2%
Soil Testing Services	Per Hour	\$ 40.00	2%	2%
Home Plate and Base Installation	Per Hour	\$ 45.00	2%	2%
Pitcher Mound Repairs	Per Hour	\$ 45.00	2%	2%
Home Plate and Base Repairs	Per Hour	\$ 45.00	2%	2%
Plant Growth Regulator (along field lines)	Per Linear Foot	\$ 0.02	2%	2%
Applying Topsoil to Eroded Areas	Per Cubic Yard	\$ 125.00	2%	2%