

Notice of Award
PGCPS DBS037-23
Rider: HCPS 020.20.B3



Keith Stewart, 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

December 15, 2022

Shepherd Electric Supply
7401 Pulaski Highway
Baltimore, MD 21237
Attention: Mike Davies
Phone: 410 866 6000 ext. 1518
Email: mjdavies@shepherdelec.com

Eyvette L. Wright 
Procurement Supervisor (Dec 15, 2022 13:58 EST)
Telephone: 301.952.6571
Fax: 301.952.6605
Email: eyvette.wright@pgcps.com

SUBJECT: Rider Contract HCPS 020.20.B3, Electrical Supplies for Prince George's County Public School System

Shepherd Electric Supply has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned **Rider HCPS 020.20.B3 under PGCPS Contract DBS037-23** 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.

Until the contract is fully executed and a Purchase Order is issued or a Notice to Proceed (NTP) is issued by the Department of Purchasing and Supply Services, authorization for mobilization or commencement of work is forbidden.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. The iSupplier link is <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 within the time period specified, 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 – Not Applicable for This Notice of Award

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.**

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 is not to exceed **50,000.00**

CONTRACT TERM

The term of the contract will be effective from date of full execution through **26 February 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 available renewal options under **HCPS 020.20.B3.**

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES

at this time. Authorization to commence service/work/deliveries *may* be given prior to receipt of purchase order due to the Emergency. If a *Notice to Proceed* has not been issued, work shall not commence until receipt of a **Purchase Order** signed by the Purchasing Agent.

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.

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

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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 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.

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

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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 **HCPS 020.20.B3** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Mike Davies

Mike Davies (Dec 19, 2022 11:50 EST)

SIGNATURE

DATE

Mike Davies

NAME

Government Dept. Manager

TITLE

Shepherd Electric Supply

FIRM

XX

iSUPPLIER ID #

FOR THE BOARD OF EDUCATION:

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Dec 20, 2022 09:30 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

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**ATTACHMENT A
VENDOR CONTRACT PRICING
See attached**

Bid #020.20.B3 ^{MD}
Electrical Supplies

1/17/2020
1:01 PM

COMPANY	DISCOUNT
[REDACTED]	[REDACTED]
Shepherd Electric Supply	0% to 70%

HCPS 020.20.B3 Shephard Electric NOA


Final Audit Report

2022-12-20

Created:	2022-12-15
By:	Procurement Supervisor (eyvette.wright@pgcps.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZyw5InuRHoda51vSQ-JLTJGS5KN6yxrl

"HCPS 020.20.B3 Shephard Electric NOA" History

-  Document created by eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
2022-12-15 - 5:09:13 PM GMT
-  Document emailed to Mike Davies (mjdavies@shepherdelec.com) for signature
2022-12-15 - 5:11:21 PM GMT
-  Email viewed by Mike Davies (mjdavies@shepherdelec.com)
2022-12-15 - 6:16:34 PM GMT
-  Document e-signed by Mike Davies (mjdavies@shepherdelec.com)
Signature Date: 2022-12-19 - 4:50:13 PM GMT - Time Source: server
-  Document emailed to eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org) for signature
2022-12-19 - 4:50:15 PM GMT
-  Email viewed by eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
2022-12-19 - 6:58:24 PM GMT
-  Signer eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org) entered name at signing as Procurement Supervisor
2022-12-19 - 6:58:39 PM GMT
-  Document e-signed by Procurement Supervisor (eyvette.wright@pgcps.org)
Signature Date: 2022-12-19 - 6:58:41 PM GMT - Time Source: server
-  Document emailed to keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org) for signature
2022-12-19 - 6:58:42 PM GMT
-  Email viewed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)
2022-12-20 - 1:56:01 PM GMT

 Document e-signed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)

Signature Date: 2022-12-20 - 2:30:17 PM GMT - Time Source: server

 Agreement completed.

2022-12-20 - 2:30:17 PM GMT