

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

January 13, 2020

Lindenmeyr Mumroe 3300 Horizon Drive King Of Prussia, PA 19405 Phone: 800.494.3433 x 247 Contact: Adam Parsons

Email: aparsons@lindenmeyr.com

Ann Harrison Phone: 301.952.8419 Fax: 301.952.6605

Email: ann.harrison@pgcps.org

SUBJECT: Rider Contract-City of Philadelphia Contract 170137 Paper Stock (Print Shop)

Lindenmeyr Mumroe has been selected as the vendor to provide services in accordance with the above-mentioned Rider Contract 170137 with the City of Philadelphia. 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.

Until the **Contract** is signed by **Lindenmeyr Mumroe** 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 <u>all</u> 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.

CONTRACT TERM

The initial term of the contract will be from date of award through June 30, 2020.

This contract is effective from date of award until project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$150,000.00

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(s) 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 Rider Contract 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.

PERFORMANCE/PAYMENT BONDS (N/A)

The successful Respondent shall submit payment and performance bonds, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the Rider Contract of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10). The BOARD reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award WITHIN TEN (10) BUSINESS 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.**

AVAILABILITY OF FUNDS

SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD

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 involved PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer 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 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.

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

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors 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 Offeror.

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 Rider Contract No. 170137 with the City of Philadelphia.

ACCEPTED BY:					
FOR THE FIRM:	FOR THE BOARD OF EDUCATION:				
1/15/20	1/23/2020				
SIGNATURE DATE	SIGNATURE DATE				
	Johnna Smarr				
Sales Representative	NAME: Acting Director, Purchasing & Supply Services				
TITLE	TITLE				
Lindenneyr Munroe	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772-998				

My 1-28-2020
SIGNATURE DATE
Mark Fossett
NAME:
Associate Superintendent for Supporting Services
TITLE
D. I St 6. 19/2020
SIGNATURE DATE
Barry Stanton
NAME:
Chief Operating Officer
TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER		CONTACT NAME: Diana Pepe				
Crystal IBC, LLC 32 Old Slip FL 17		PHONE (A/C, No. Ext): 212-504-5881	FAX (A/C, No):			
New York, NY 10005		E-MAIL ADDRESS: Diana.Pepe@alliant.com				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: Travelers Property Casualty Company of America		25674		
INSURED Lindenmeyr Munroe a division of Central National-Gottesman Inc. Three Manhattanville Road Purchase, NY 10577		INSURER B: Great American Insurance Company		16691		
		INSURER C: Travelers Indemnity Company		25658		
		INSURER D : Affiliated FM Insurance Company		10014		
	:	INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 2050153620	REVISION NUI	MBFR.			

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Α	Х	COMMERCIAL GENERAL LIABILITY			TC2JGLSA1008A19ATIL19	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
l								MED EXP (Any one person)	\$ 10,000
l								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			TC2JCAP1008A181TIL19	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	Х	Deductibles						Comp/Coll	\$ 2,500
В	X	UMBRELLA LIAB X OCCUR			TUU777951311	6/30/2019	6/30/2020	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION \$ 10 000							\$
C		EKERS COMPENSATION EMPLOYERS' LIABILITY			TRKUB1008A54919 TC2JUB1003A35719	6/30/2019	6/30/2020	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A		6/30/2019	6/30/2020	E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
L	DES	s, describe under CRIPTION OF OPERATIONS below		<u> </u>				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Prop	erty			KM576	6/30/2019	6/30/2020	"All Risk" "Replacement Cost"	1,000,000
								TOPICOMONICOUNT	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance

CERTIFICATE HOLDER	CANCELLA	TION

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS 14201 SCHOOL LANE ROOM #130 UPPER MARLBORO MD 20772 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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