

Keith Stewart, 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

May 11, 2021

BDO USA LLP
12050 Park Potomac Ave, Suite 700
Potomac, MD 20854
Tel: 301.354.2500
Fax: 301.354.2501
Email: MSheth@bdo.com

Buyer: Donna Parks
Telephone: 301.952.6567
Fax: 301.952.6605
Email: donna.parks@pgcps.org

Subject: RFP 014-21 Professional Auditing Services

BDO USA LLP has been selected as the vendor to provide services in accordance with the above-mentioned **RFP**. 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.

Please sign below and return all documents to the **PURCHASING OFFICE** within ten (10) business days. Failure to sign the contract award 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.

CONTRACT TERM

The initial term of the contract will be for three (3) years. This contract is effective from May 1, 2021 through April 30, 2024.

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 two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

See Contract Pricing

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.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

AVAILABILITY OF FUNDS

This 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, including approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, 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 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.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services 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. Consultant 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.

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.

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 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. Vendor’s 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.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. **Employees Having Direct Contact with Students:**

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPSS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. **Employees Do Not Have Direct Contact With Students:**

Employees of Consultant/Contractor who will be placed in a PGCPSS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. **Employment of Child Sex Offenders:**

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

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 five (5) 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.

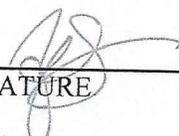
This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after the finalization and acceptance by your firm and the BOARD of the applicable terms and conditions (including any exceptions thereto) and the corresponding engagement letter. Please refer to the RFP 014-21 for all applicable terms and conditions.

~~This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the RFP 014-21 for all applicable terms and conditions.~~

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


 SIGNATURE _____ DATE 6-22-21
NEVAMASIH
 NAME _____
PARTNER
 TITLE _____
BDO USA, LLP
 FIRM _____

D'Verika Johnson 06/23/2021
 SIGNATURE _____ DATE _____
Keith Stewart
 NAME: _____
Director, Purchasing & Supply Services
 TITLE _____
 FOR THE BOARD OF EDUCATION
 OF PRINCE GEORGE'S COUNTY
 UPPER MARLBORO, MARYLAND 20772

CONTRACT PRICING

Year 1 -- Audit of Fiscal Year 2021 Financial Statements

Item Description	Hours	Rates	Totals
Partners	150	\$241	\$36,150
Managers	250	\$171	\$42,750
Supervisory Staff	500	\$101	\$50,500
Staff	700	\$72	\$50,400
Other (Out of pocket expenses)			\$2,500
Grand Total for Audit of Fiscal Year 2021	1,600		\$182,300

Nature of Services to be Provided
A report on whether the financial statement is fairly presented in conformity with GAAP.
A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control.
A report on compliance with applicable laws and regulations.
An “in relation to” report on the schedule of federal financial assistance.
A report on Schedule of Expenditures of Federal Awards and on the compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with specific requirements applicable to major federal financial assistance programs.
A report on confirming periodic reimbursements to MSDE for employee retirement contributions charged to non-eligible sources are calculated correctly.
A report on compliance with specific requirements applicable to major federal

CONTRACT PRICING

Year 2 -- Audit of Fiscal Year 2022 Financial Statements

Item Description	Hours	Rates	Totals
Partners	150	\$241	\$36,150
Managers	250	\$171	\$42,750
Supervisory Staff	500	\$101	\$50,500
Staff	700	\$72	\$50,400
Other (Out of pocket expenses)			\$2,500
Grand Total for Audit of Fiscal Year 2022	1,600		\$182,300

Nature of Services to be Provided
A report on whether the financial statement is fairly presented in conformity with GAAP.
A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control.
A report on compliance with applicable laws and regulations.
An “in relation to” report on the schedule of federal financial assistance.
A report on Schedule of Expenditures of Federal Awards and on the compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with specific requirements applicable to major federal financial assistance programs.
A report on confirming periodic reimbursements to MSDE for employee retirement contributions charged to non-eligible sources are calculated correctly.
A report on compliance with specific requirements applicable to major federal

CONTRACT PRICING

Year 3 -- Audit of Fiscal Year 2023 Financial Statements

Item Description	Hours	Rates	Totals
Partners	150	\$241	\$36,150
Managers	250	\$171	\$42,750
Supervisory Staff	500	\$101	\$50,500
Staff	700	\$72	\$50,400
Other (Out of pocket expenses)			\$2,500
Grand Total for Audit of Fiscal Year 2023	1,600		\$182,300

Nature of Services to be Provided
A report on whether the financial statement is fairly presented in conformity with GAAP.
A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control.
A report on compliance with applicable laws and regulations.
An “in relation to” report on the schedule of federal financial assistance.
A report on Schedule of Expenditures of Federal Awards and on the compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with specific requirements applicable to major federal financial assistance programs.
A report on confirming periodic reimbursements to MSDE for employee retirement contributions charged to non-eligible sources are calculated correctly.
A report on compliance with specific requirements applicable to major federal

CONTRACT PRICING

Year 4 -- Audit of Fiscal Year 2024 Financial Statements (Option Year 1)

Item Description	Hours	Rates	Totals
Partners	150	\$245	\$36,750
Managers	250	\$174	\$43,500
Supervisory Staff	500	\$104	\$52,000
Staff	700	\$76	\$53,200
Other (Out of Pocket Expenses)			\$2,600
Grand Total for Audit of Fiscal Year 2024	1,600		\$188,050

Nature of Services to be Provided
A report on whether the financial statement is fairly presented in conformity with GAAP.
A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control.
A report on compliance with applicable laws and regulations.
An “in relation to” report on the schedule of federal financial assistance.
A report on Schedule of Expenditures of Federal Awards and on the compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with specific requirements applicable to major federal financial assistance programs.
A report on confirming periodic reimbursements to MSDE for employee retirement contributions charged to non-eligible sources are calculated correctly.
A report on compliance with specific requirements applicable to major federal

CONTRACT PRICING

Year 5 -- Audit of Fiscal Year 2025 Financial Statements (Option Year 2)

Item Description	Hours	Rates	Totals
Partners	150	\$246	\$36,900
Managers	250	\$175	\$43,625
Supervisory Staff	500	\$105	\$52,500
Staff	700	\$78	\$54,600
Other (Information Technology)			\$2,600
Grand Total for Audit of Fiscal Year 2025	1,600		\$190,225

Nature of Services to be Provided
A report on whether the financial statement is fairly presented in conformity with GAAP.
A report on the internal control structure based on the auditor’s understanding of the control structure and assessment of control.
A report on compliance with applicable laws and regulations.
An “in relation to” report on the schedule of federal financial assistance.
A report on Schedule of Expenditures of Federal Awards and on the compliance with laws and regulations and internal controls as required for a single audit.
A report on compliance with laws and regulations and internal controls as required for a single audit.
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A report on confirming periodic reimbursements to MSDE for employee retirement contributions charged to non-eligible sources are calculated correctly.
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