



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

November 2, 2022

The Sherwin William Co.
7600 Rickenbacer Dr Ste. U
Gaithersburg, Md 20879
Contact: Jason Cox
Phone: 301.417-9001
Email: Jason.Cox@Sherwin.com

Eyvette Wright/KB
Telephone: 301.952.6571
Fax: 301.952.6605
Email: Eyvette.Wright@PGCPS.org

SUBJECT: Rider MCPS Contract Number 4026.7 Paint and Paint Sundries

The Sherwin Williams Co. has been selected as the vendor to provide Paint and Paint Sundries to Prince George's County Public Schools (PGCPS) in accordance with rider MCPS 4026.7 under PGCPS Contract DBS026-23. 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. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. 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.

Notice of Award
PGCPS Contract # DBS026-23

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

\$100,000.00

CONTRACT TERM

The term of the contract will be effective from date of full execution until **April 21, 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 MCPS 4026.7 under PGCPS Contract DBS026-23.

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.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with Students:

- a. Any and all current and future employees of Consultant 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 SafeSchools 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 SafeSchools.
- c. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

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- 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. 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.

CRIMINAL BACKGROUND CHECKS

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. 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 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 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.

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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 **MCPS 4026.7 under PGCPS Contract DBS026-23** for all additional terms and conditions.

ACCEPTED BY: _____

FOR THE FIRM:

Jason R. Cox

Jason R. Cox (Nov 11, 2022 10:43 EST)

Nov 11, 2022

SIGNATURE

DATE

Jason R. Cox

NAME

Government Sales Representative

TITLE

The Sherwin-Williams Company

FIRM

FOR THE BOARD OF EDUCATION:

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Nov 11, 2022 15:47 EST)

Nov 11, 2022

SIGNATURE

DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

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

Notice of Award
PGCPS Contract # DBS026-23

VENDOR CONTRACT PRICING
See attached

Summary of Contracts

Bid 4026

05/13/2021

Paint and Paint Sundries

Cycle No: 7

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Term of Contract: **04/22/2021** To: **04/21/2022** Buyer: **Anissa Black** Phone: **(301) 279-3123**

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	16826	PAINT UNDERCOAT ACRYLIC EMULSION SEALER STAIN COVER RUST INHIBITOR FOR INTERIOR OR EXTERIOR USE ON WOOD METAL CERAMIC MASONRY ETC. PKD/1 GAL/CAN PRODUCT MUST BE ODORLESS	GAL	39.04	B51W00620 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
	16830	PAINT PRIMER WHITE ALKYD METAL PKD/1 GAL/CAN	GAL	43.73	B66W01310 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
	16834 14-10-003	BRUSHES PAINT TAPERED 2 1/2" 100% POLYESTER FILAMENT SHALL BE TIPPED AND FLAGGED	EACH	4.77	SHERWIN WILLIAMS SHERWIN WILLIAMS	6508-60349	THE SHERWIN WILLIAMS CO
	16841	COMPOUND CAULKING ACRYLIC BASE SEALANT FOR INTERIOR OR EXTERIOR USE SHALL FIT LANDREN #24 PROFESSIONAL COMBINATION GUN	EACH	1.16	151-8273 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
	16846	DROP CLOTHS 4' X 15' 10 OZ CANVAS	EACH	9.97	998-5920 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO

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Term of Contract: 04/22/2021

To: 04/21/2022

Buyer: Anissa Black

Phone: (301) 279-3123

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
39347		PAINT EXTERIOR LATEX FLAT STANDARD COLORS AND FULL RANGE OF BASES	GAL	17.74	A08W00116 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
39351		PAINT EXTERIOR LATEX SEMI-GLOSS OR GLOSS DURON-STANDARD COLORS AND FULL RANGE OF BASES	GAL	27.60	A84W0116 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
39365		PAINT INTERIOR LATEX EGGSHELL DURON-STANDARD COLORS AND FULL RANGE OF BASES PKD/5 GAL	5 GAL	19.00	B20W12651 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO

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To: **04/21/2022**

Buyer: **Anissa Black**

Phone: **(301) 279-3123**

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]
		[REDACTED]				17/1	[REDACTED]
40746		PAINT TRAFFIC BLACK EXTERIOR AUTO TRAFFIC SAFETY MARKING ON PARKING LOTS PKD 5 GAL/CAN	EACH	25.76	0.OTM2135 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
40747		PAINT TRAFFIC HANDICAPPED BLUE EXTERIOR AUTO TRAFFICE SAFETY MARKING ON PARKING LOTS PKD 5 GAL/CONTAINER	EACH	25.76	0.OTM2133 SHERWIN WILLIAMS		THE SHERWIN WILLIAMS CO
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]
		[REDACTED]					[REDACTED]

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