



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 6, 2023

Callahan Construction Company, Inc.
570 Mayo Road,
Edgewater, MD 21037
Phone: 240-882-8653
POC: Janet R. Callahan, Vice President
Email: janet.callahan-enterprises.com

Buyer/Contract Specialist: Vera Jones ^{VJ}
Telephone: 301-952-6525
Email: vera2.jones@pgcps.org

SUBJECT: DBS041-23 OVERHEAD DOOR MAINTENANCE, REPAIR, AND REPLACEMENT SERVICE

Callahan Construction Company, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **DBS041-23**. 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 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 – 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**, 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

Annual Fixed Cost	\$358,750.00
Annual Estimated Cost for Repairs	\$100,000.00

CONTRACT TERM

The term of the contract will be effective from date of full execution through **June 5, 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 discrepancy
 - 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 **DBS041-23** for all applicable terms and conditions.


EE

ACCEPTED BY:

FOR THE FIRM:

Janet R. Callahan

Jun 6, 2023

SIGNATURE

DATE

Janet Callahan

NAME

Vice President

TITLE

Callahan Construction Co. Inc. DBA Callahan Enterprises

FIRM

71422996

iSUPPLIER ID

FOR THE BOARD OF EDUCATION:



Jun 7, 2023

keith.stewart@pgcps.org keith.stewart@pgcps.org (Jun 7, 2023 15:43 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

Attachment A - CONTRACT PRICING

Vendor pricing shall adhere to the negotiated pricing detailed in the cost 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):

Janet R. Callahan

SIGNATURE

Jun 6, 2023

DATE

Labor Cost (All-inclusive price quote)		
<u>ITEM # 1 - Rates</u> Qualified Technician	Fixed Labor Rate	Optional Year Hourly Rate Escalation Factor (%)
Normal Hourly (6:00AM - 2:30PM)	\$ 145.00	1.75%
Overtime Hourly	\$ 160.00	1.75%
Sunday & Holidays Hourly	\$ 175.00	1.75%
<u>ITEM # 2 - Rates</u> Crew Member	Fixed Labor Rate	Optional Year Hourly Rate Escalation Factor (%)
Normal Hourly (6:00AM - 2:30PM)	\$ 30.00	1.75%
Overtime Hourly	\$ 40.00	1.75%
Sunday & Holidays Hourly	\$ 50.00	1.75%
<u>ITEM # 3 - Materials</u>	DISCOUNT %	
	0%	

Signature: *Vera Jones*

Email: vera2.jones@pgcps.org

Signature: *Eyvette Wright*
Procurement Supervisor (Jun 7, 2023 15:11 EDT)

Email: eyvette.wright@pgcps.org