



Brenda Allen, 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 13, 2016

**CHU Contracting, Inc.**  
14111 Mariah Court  
Chantilly, VA 20151  
Telephone: 703.378.8180  
Contact: Jason Yu  
Email: [johnyu@chucontracting.com](mailto:johnyu@chucontracting.com)

**Buyer: Donna Parks**  
Telephone: 301.952.6567  
Fax: 301.952.6605  
Email: [donna.parks@pgcps.org](mailto:donna.parks@pgcps.org)

**Subject: RFP 012-16 Pre-Qualification of Roof Contractors for Various School Buildings for the Board of Education for Prince George's County**

**CHU Contracting, Inc.** 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 the 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 Simpson and the Board, authorization to participate in roofing projects 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 all required documents within the specified time, shall rule your offer null and void.

### **INITIAL CONTRACT TERM**

The initial term of the contract will be for three (3) years. This contract is effective from May 1, 2016 through April 30, 2019.

### **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.

### **PROJECT SOLICITATION PROCESS**

All pre-qualified roof contractors will be invited to competitively provide pricing on a per project basis to repair or install new built-up roof systems and associated construction requirements in which the estimated project budget exceeds \$5,000.00. Solicitations issued against **RFP 012-16** will be restricted to those contractors that are pre-qualified to participate.

**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 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.

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK/DELIVER**

The successful respondent accepts this contract with the understanding that should they fail to complete the work/deliver in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the proposal document.

**Liquidated Damages Schedule**

<b>Amount</b>	<b>Amount Per Day</b>
\$25,000 and under	\$100.00
\$25,000 - \$100,000	\$250.00
\$100,000- \$500,000	\$500.00
\$500,000- \$1,000,000	\$550.00
<del>\$1,000,000-\$2,500,000</del>	<del>\$750.00</del>
\$2,500,000-\$5,000,000	\$1,000.00
\$5,000,000-\$10,000,000	\$1,500.00
\$10,000,000-\$15,000,000	\$2,000.00
\$15,000,000 and More	\$2,500.00

**LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK**

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Board is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law. The successful respondents accept 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.

#### **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.

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 **RFP 012-16** for all applicable terms and conditions.

#### **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.

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 012-16 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Ted Yim 6/17/16  
SIGNATURE DATE

Brenda Allen 6/22/16  
SIGNATURE DATE

Ted Yim  
NAME

Brenda Allen  
NAME:

Vice President  
TITLE

Director, Purchasing & Supply Services  
TITLE

CHU Contracting  
FIRM

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