

NOTICE OF CONTRACT AWARD

September 11, 2023

Autumn Contracting, Inc. 5425 Port Road Springfield, VA 22151 Phone: 703.595.4100 Email: <u>peterj@autumnci.com</u> Victoria Snowdy Telephone: 301.952.6560 Fax: 301.952.6605 Email: <u>victoria.robinson@pgcps.com</u>

#### SUBJECT: DBS004-24, Partial Roof Replacement at Hollywood Elementary School

Autumn Contracting, Inc. has been selected as the vendor to provide services in accordance with the abovementioned **DBS004-24**. 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 service to repair a major leak and damage to part of the roof at Hollywood Elementary School at the lowest responsible cost. Autumn Contracting has proposed to provide materials, labor and equipment for the Hollywood ES partial roof replacement. The breakdown of services is outlined in the attached quote under Attachment A. This emergency 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 <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.

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 by the procurement office. 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 and active in iSupplier in order to conduct business with PGCPS.

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 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.

#### PERFORMANCE/PAYMENT BOND -

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$263,500.00** 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 should be mailed to Prince George's County Public School (PGCPS), Louis Wilson Sr. Facilities Administration Building, Attention: Purchasing and Supply, 13300 Old Marlboro Pike, #6, UPPER MARLBORO, MARYLAND 20772-9983. The mailed envelope should reference to PGCPS Contract information.

## 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 Notice of Award reference 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

\$ 263,500.00

# CONTRACT TERM

This is a completion contract. The contract term is through completion of the project or **March 11, 2024**, whichever occurs first.

## 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.

#### FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

a. Pursuant to <u>Administrative Procedure 4215</u> - *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.pacps.org/fingerprinting/#service). No person may begin working in PGCPS until fingerprint

# (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. Safety Management System (reserved).

e. 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.

f. 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.

g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department 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. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, agents, volunteers, outsourced temporary staff, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

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

# **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.

## 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, your offer and any other pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **DBS 004-24** for all applicable terms and conditions.

# ACCEPTED BY:

FOR THE FIRM:		FOR THE BOARD OF EDUCATION:	
Peter Ahn Peter Ahn (Sep 11, 2023 16:17 EDT)	Sep 11, 2023	Kauth J. J. H. H. keith.stewart@pgcps.org (Sep 12, 2023 04:53 EDT)	Sep 12, 2023
SIGNATURE	DATE	SIGNATURE	DATE
Peter Ahn		Keith Stewart	
NAME		NAME:	
Peter Ahn / President		Director, Purchasing & Supply Services	
TITLE		TITLE	
Autumn Contracting, Inc.		FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY	
FIRM		UPPER MARLBORO, MARYLAN	D 20772
27284			
iSUPPLIER ID #			

your loga (Sep 11, 2023 16:19 EDT)

#### ATTACHMENT A VENDOR CONTRACT PRICING \*\*See attached

Peter Ahn Ahn (Sep 11, 2023 16:17 EDT)



Prince George's County Public Schools

#### Reference: Hollywood Elementary School Partial Roof Replacement Proposal Area Identification Attached - Revised

Autumn Contracting, Inc. proposes to provide materials, labor and equipment to the following prices.

#### Scope of Work:

Remove existing built up roofing system to existing wood deck. Furnish and install base sheet mechanically fasten to existing wood deck. Furnish and install R-30 base polyiso board insulation with Type IV asphalt. Furnish and install 1/8" per foot tapered insulation with Type IV asphalt. Furnish and install 1/8" cover board with Type IV asphalt. Furnish and install 2 plies of modified roofing system with 20 years warranty. Provide matching height wood blocking at gravel stop area. Furnish and install expansion joint cover. Furnish and install expansion joint cover. Replace existing roof drains. Base bid include 300 SF of wood deck replacement.

#### Equipment:

1. Crane 2. Forklift

Dumpsters

#### Price Break Down

Materials (No Tax): SBS Modified Roofing Materials - SBS Roofing System Warranty -	\$ 151,325.00 \$ 3,000.00
Labor: SBS Roofing Labor -	\$ 94,175.00
Equipment: Equipment (Crane/Forklift/Dumpsters) -	\$ 15,000.00

Total Base Bid -

#### \$ 263,500.00

Please contact Steve Lee if you have any questions regarding this proposal. You may call us at 703-595-4100. Thank you.

<sup>Sincerely,</sup> *Peler Ji* 

Peter Ji Commercial Roofing Division

5425 Port Royal Road, Springfield, Virginia 22151 / Phone: 703-595-4100/ Fax: 703-496-3998

Prince George's County Public Schools | www.pgcps.org