

PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

Notice of Award PGCPS Contract DBS033-23

November 17, 2022

Modular Genius, Inc.
1201 South Mountain Road
Joppa, MD 21085
Contact: Brad Gudeman
Email: bgudeman@modulargenius.com
Phone: 410-676-3424

Vera Jones
Telephone: 301-952-6525
Fax: 301-952-6605
Email: vera2.jones@pgcps.org

SUBJECT: JBO-716-19 Purchase of Modular Classrooms

Modular Genius, Inc. has been selected as the vendor to provide Modular Classrooms at Various Prince George's County Public Schools (PGCPS) facilities in accordance with rider **JBO-716-19** under **PGCPS Contract DBS033-23**. 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 indicating completion with the assigned Supplier Number.
- 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 # DBS033-23**

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

\$1,700,000

CONTRACT TERM

The term of the contract will be effective from date of full execution until **December 31, 2024.**

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 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 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.

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- 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.
- 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

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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 **BCPS Contract Number JBO-716-19** for all additional terms and conditions.

ACCEPTED BY:

PROCUREMENT SPECIALIST 

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

GUDEMAN BRAD

Nov 28, 2022



Nov 28, 2022

SIGNATURE

DATE

SIGNATURE

DATE

GUDEMAN BRAD

Keith Stewart

NAME

NAME

Vice President

Director, Purchasing & Supply Services

TITLE

TITLE

Modular Genius INC

FOR THE BOARD OF EDUCATION

FIRM

OF PRINCE GEORGE’S COUNTY

34802

UPPER MARLBORO, MARYLAND 20772

iSUPPLIER ID NUMBER (Required for Approval)

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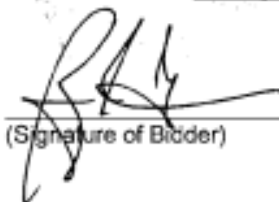
VENDOR CONTRACT PRICING
See attached

EXHIBIT A

SOLICITATION NUMBER: JBO-716-19

PRICE PROPOSAL PAGE

- 1.1 ITEM #1: SINGLE CLASSROOM UNIT**
"Outrigger Type" construction with the exterior walls constructed with steel studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.
- ITEM #1: BASE BID PRICE** for one (1) Single Classroom Unit \$ 71,797.⁰⁰ /each
- 1.2 ITEM #2: SINGLE CLASSROOM UNIT**
"Outrigger Type" construction with the exterior walls constructed with wood studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.
- ITEM #2: BASE BID PRICE** for one (1) Single Classroom Unit \$ 67,964.⁶⁰ /each
- 1.3 ITEM #3: SINGLE CLASSROOM UNIT**
"Perimeter Type" construction with the exterior walls constructed with steel studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.
- ITEM #3: BASE BID PRICE** for one (1) Single Classroom Unit \$ 76,153.⁰⁰ /each
- 1.4 ITEM #4: SINGLE CLASSROOM UNIT**
"Perimeter Type" construction with the exterior walls constructed with wood studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.
- ITEM #4: BASE BID PRICE** for one (1) Single Classroom Unit \$ 72,320.⁶⁰ /each
- 1.5 ITEM #5: DOUBLE CLASSROOM UNIT**
"Outrigger Type" construction with the exterior walls constructed with steel studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.
- ITEM #5: BASE BID PRICE** for one (1) Double Classroom Unit \$ 123,809.⁰⁰ /each


(Signature of Bidder) 03/12/19
(Date)

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1.6 ITEM #6: DOUBLE CLASSROOM UNIT
"Outrigger Type" construction with the exterior walls constructed with wood studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.

ITEM #6: BASE BID PRICE for one (1) Double Classroom Unit \$ 117,539.⁰⁰ /each

1.7 ITEM #7: DOUBLE CLASSROOM UNIT
"Perimeter Type" construction with the exterior walls constructed with steel studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.

ITEM #7: BASE BID PRICE for one (1) Double Classroom Unit \$ 131,575.⁰⁰ /each

1.8 ITEM #8: DOUBLE CLASSROOM UNIT
"Perimeter Type" construction with the exterior walls constructed with wood studs
The undersigned hereby agrees to provide pricing, including delivery into Baltimore County and/or any ordering jurisdiction. It is understood that an additional charge and/or credit may be made to any other ordering jurisdiction for delivery to their location.

ITEM #8: BASE BID PRICE for one (1) Double Classroom Unit \$ 125,283.⁰⁰ /each

1.9 Alternates
To be responsive, Bidders shall provide a price for each of the following.
Do not leave any of the following blank.

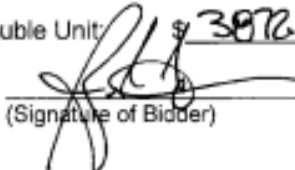
Alternate #1: Purchase Price for **one** complete ADA approved, **Aluminum** Porch with Stairs, at 30" above grade: \$ 2731.30 /per unit

Alternate #2: Purchase Price for **one complete**, ADA approved, **Aluminum** Porch, at 30" above grade, with Ramp (30 feet long) for **SINGLE** classroom unit: \$ 7329.30 /per unit

Alternate #3: Purchase Price for **one complete**, ADA approved, **Aluminum** Porch, at 30" above grade, with Ramp (30 feet long) for **DOUBLE** classroom unit: \$ 8210.40 /per unit

Alternate #4: Purchase Price for **one** set of Skirting for Single Unit: \$ 2640.⁰⁰ /per unit

Alternate #5: Purchase Price for **one** set of Skirting for Double Unit: \$ 3870.⁰⁰ /per unit



(Signature of Bidder) 03/12/19
(Date)

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SOLICITATION NUMBER: JBO-716-19

PRICE PROPOSAL PAGE

Alternate #6: Purchase Price a Set of Dry Block Foundation Piers for Single Unit, on 24" x 24" ABS pads: \$ 962.50 /per unit

Alternate #7: Purchase Price a Set of Dry Block Foundation Piers for Double Unit, on 24" x 24" ABS pads: \$ 1292.50 /per unit

Alternate #8: Price for ONE Concrete Foundation Footer 24" diameter x 32" deep; dug and installed, inspected and wet stack, solid CMU Foundation pier, 16 x 16 x 48 high: \$ 300.00 /per unit

Alternate #9: Price for Rigging and Set-up on site for Single Unit: \$ 3074.50 /per unit

Alternate #10: Price for Rigging and Set-up on site for Double Unit: \$ 3558.50 /per unit

Alternate #11: Regular Hourly Rate for Journeyman Plumber \$ 104.50

Alternate #12: Regularly Hourly Rate to Apprentice Plumber \$ 49.50

Alternate #13: Regular Hourly Rate for Journeyman Electrician \$ 104.50

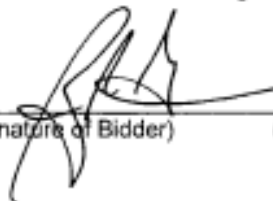
Alternate #14: Regular Hourly Rate for Apprentice Electrician \$ 49.50

Alternate #15: Regular Hourly Rate for HVAC Technician \$ 104.50

Alternate #16: Regular Hourly Rate for Laborer / Helper \$ 55.00

1.10 Lead Time

THE TIME BETWEEN THE PLACEMENT OF AN ORDER AND DELIVERY 60 Days



(Signature of Bidder) 03/12/19
(Date)

Signature: *Vera Jones*

Email: vera2.jones@pgcps.org