



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 28, 2022

Hercules Fence of Maryland, LLC
8580 Mission Road
Jessup, Md 20794
Contact: Evan Winston
Phone: (301) 441-1600
Email: sales@herculesfence.com

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

SUBJECT: Rider MCPS Contract Number Bid No. 9300.6, Chain Link Fencing, Gates, Backstops and other Miscellaneous Fencing

The Hercules Fence of Maryland, LLC has been selected as the vendor to provide chain link fencing, gates, backstops and other miscellaneous fencing to Prince George's County Public Schools (PGCPS) in accordance with **Rider MCPS 9300.6 under PGCPS Contract DBS031-23**. 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 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.

**Notice of Award
PGCPS Contract # DBS031-23**

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 estimated at **\$100,000**

CONTRACT TERM

The term of the contract will be effective from date of full execution until **April 25, 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 or extend the contract. The term of renewal shall not exceed available renewal options under MCPS 9300.6.

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 involving 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.

Notice of Award
PGCPS Contract # DBS031-23

- 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.

**Notice of Award
PGCPS Contract # DBS031-23**

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 Contract Number 4026.7** for all additional terms and conditions.

ACCEPTED BY: KB
KB

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Corey Swickle
Corey Swickle (Nov 30, 2022 14:40 EST)

Nov 30, 2022

Keith Stewart
keith.stewart@pgcps.org keith.stewart@pgcps.org (Dec 1, 2022 10:16 EST)

Dec 1, 2022

SIGNATURE DATE

SIGNATURE DATE

Corey Swickle

Keith Stewart

NAME

NAME:

Vice President

Director, Purchasing & Supply Services

TITLE

TITLE

Hercules Fence of Maryland, LLC

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

FIRM

iSUPPLIER ID #

Notice of Award
PGCPS Contract # DBS031-23

VENDOR CONTRACT PRICING
See attached

Term of Contract: **04/26/2022** To: **04/25/2023** Buyer: **Anissa Black** Phone: **(240) 740-7541**

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	31319	Chain Link Fencing 4' High, Coated w/Black PVC - Furnished and Completely installed w/all hardware - including all clearing	Ln. Ft	7.77			HERCULES FENCE OF MARYLAND, LLC
	31320	Chain Link Fencing, 6' high, Coated w/Black PVC - Furnished and Completely installed w/all hardware - including all clearing	Ln. Ft	8.05			HERCULES FENCE OF MARYLAND, LLC
	31321	Chain Link Fencing, 8' High Coated w/Black PVC - Furnished and Completely installed w/all hardware - including all clearing	Ln. Ft	9.78			HERCULES FENCE OF MARYLAND, LLC
	31322	Chain Link Fencing, 10' High Coated w/Black PVC - Furnished and Completely installed w/all hardware - including all clearing	Ln. Ft	10.93			HERCULES FENCE OF MARYLAND, LLC
	31323	Chain Link Fencing, 12' High Coated w/Black PVC - Furnished and Completely installed w/all hardware - including all clearing	Ln. Ft	12.08			HERCULES FENCE OF MARYLAND, LLC
	31324	Removal of Existing Fencing, Gates and Posts	Ln. Ft	.29			HERCULES FENCE OF MARYLAND, LLC
	31325	Clearing Installation Area of Brush, Trees and Weeds (New Installation)	Ln. Ft	.00			HERCULES FENCE OF MARYLAND, LLC
	31326	Gates, Chain Link, 4' W X 4' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	805.00			HERCULES FENCE OF MARYLAND, LLC
	31327	Gates, Chain Link, 4' W X 6' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	833.75			HERCULES FENCE OF MARYLAND, LLC
	31328	Gates, Chain Link, 4' W X 7' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	299.00			HERCULES FENCE OF MARYLAND, LLC
	31329	Gates, Chain Link, 6' W X 6' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	690.00			HERCULES FENCE OF MARYLAND, LLC
	31330	Gates, Chain Link, 6' W X 8' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	747.50			HERCULES FENCE OF MARYLAND, LLC



Term of Contract: **04/26/2022**To: **04/25/2023**Buyer: **Anissa Black**Phone: **(240) 740-7541**

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	31331	Gates, Double Chain Link, 8' W X 6' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	920.00			HERCULES FENCE OF MARYLAND, LLC
	31332	Gates, Double Chain Link, 10' W X 6' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	1,380.00			HERCULES FENCE OF MARYLAND, LLC
	31333	Gates, Double Chain Link, 10' W X 8' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	1,380.00			HERCULES FENCE OF MARYLAND, LLC
	31334	Gates, Double Chain Link, 12' W X 6' H, Coated w/Black PVC - Furnished and Completely installed w/all hardware	Each	1,840.00			HERCULES FENCE OF MARYLAND, LLC
	31335	Backstops, Non-hooded (According to drawings)	Each	805.00			HERCULES FENCE OF MARYLAND, LLC
	31336	Backstops, Hooded (According to drawings)	Each	2,300.00			HERCULES FENCE OF MARYLAND, LLC
	31337	Removal of Backstops (Non-hooded and Hooded)	Each	230.00			HERCULES FENCE OF MARYLAND, LLC
	31338	Terminal Posts - 4' High Fence	Each	373.75			HERCULES FENCE OF MARYLAND, LLC
	31339	Terminal Posts - 6' High Fence	Each	460.00			HERCULES FENCE OF MARYLAND, LLC
	31340	Terminal Posts - 8' High Fence	Each	460.00			HERCULES FENCE OF MARYLAND, LLC
	31341	Terminal Posts - 10' High Fence	Each	460.00			HERCULES FENCE OF MARYLAND, LLC
	31342	Terminal Posts - 12' High Fence	Each	460.00			HERCULES FENCE OF MARYLAND, LLC

Summary of Contracts

Chain Link Fencing, Gates and Backstops, Various

Term of Contract: 04/26/2022

To: 04/25/2023

Buyer: Anissa Black

Phone: (240) 740-7541

Group Number	Item Number	Description	Unit	Unit Price	Brand	Model	Vendor Name
	31344	Ornamental Fences - Ameristar AEGIS IIth (under 50 sq. ft.) (2-rail Classic or Majestic)	sq.ft.	17.25			HERCULES FENCE OF MARYLAND, LLC
	31345	Ornamental Fences - Ameristar AEGIS IIth (over 50 sq. ft.) (2-rail Classic or Majestic)	sq.ft.	17.25			HERCULES FENCE OF MARYLAND, LLC
	31346	Ameristar Gates	sq.ft.	57.50			HERCULES FENCE OF MARYLAND, LLC
	31347	Fencing, 6' H Alternative Board Fence	PLF	17.25			HERCULES FENCE OF MARYLAND, LLC
	31348	Tubular Vinyl Slating Tri-Seal Int., Inc.	sq.ft.	3.45			HERCULES FENCE OF MARYLAND, LLC
	37045	Mini Mesh/ Steel Barrier, coated w/Black PVC 4" High	Ln Ft	8.92			HERCULES FENCE OF MARYLAND, LLC
	37046	Mini Mesh/ Steel Barrier, Coated w/Black PVC 6"High	Ln Ft	9.20			HERCULES FENCE OF MARYLAND, LLC
	37047	Mini Mesh/ Steel Barrier, Coated w/Black PVC 8" High	Ln Ft	10.93			HERCULES FENCE OF MARYLAND, LLC
	37048	Mini Mesh/ Steel Barrier, Coated w/Black PVC 10" High	Ln Ft	12.08			HERCULES FENCE OF MARYLAND, LLC
	40306	Coor drilling of holes where needed to install fences/gates	Each	41.40			HERCULES FENCE OF MARYLAND, LLC