

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

May 17, 2021

IronShore Contracting 1000 Haverhill Road Baltimore, MD 21229 Contact: John Whyte Phone: 443.552.5732 Email: jwhyte@ironshoregrp.com Susan Windsor/LB Telephone: 301.952.6560 Fax: 301.952.6605 Email: <u>susan.windsor@pgcps.org</u>

SUBJECT: RFP 012-16 Pre-Qualification of Roof Contractors for Various School Buildings for the Board of Education for Prince George's County, exp. 10/30/21 – Charles Flowers High School

IronShore Contracting has been selected as the vendor to provide services in accordance with the above-mentioned **RFP 012-16.** 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 **IronShore Contracting** and the BOARD, authorization for commence to service sites on behalf of the contract 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 <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.

PERFORMANCE/PAYMENT BOND - N/A

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.

CONTRACT TERM

The term of the contract will be from date of award through project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$90,850.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE

DELIVERIES at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** signed by the Purchasing Agent.

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

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 solicitation documents.

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 Consultant 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.
- 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 services 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.

Notice of Award RFP 012-16

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 neglector following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

VENDOR RESPONSIBILITIES

- A. 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

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 RFP 012-16

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.

ACCEPTED BY:				
	FOR THE FIRM:		FOR THE BOARD OF EDUCATION:	
A		May 21, 2021	Keith Stewart	05/26/2021
SIGNATURE		DATE	SIGNATURE	DATE
John Whyte			Keith Stewart	
NAME			NAME:	
Business Developr	nent		Director of Purchasing & Supply Services	
TITLE			TITLE	
			FOR THE BOARD OF EDUCATION	
IronShore Contrac	cting, LLC.		OF PRINCE GEORGE'S COUNTY	
FIRM			UPPER MARLBORO, MARYLAND 2077	2

CONTRACT PRICING

*See attached



1000 Haverhill Rd Baltimore, MD 21229 Ph: (443) 552-5732 Fax: (443) 552.7136 jwhyte@ironshoregrp.com

May 3, 2021

ATTN: Orlando Whittington Prince George's County Public Schools

Charles Flowers HS – Roofing Project Proposal

IronShore Contracting is pleased to provide the following scope of work: Proposal is based off of drawings provided by: Prince George's County Public Schools dated: 12/14/2020

- Provide and install_new EPDM Flashings over the existing EPDM flashings at specified EPDM Expansion joint locations; per key note 1.
- Provide and install new aluminum (color: pearl gray / light gray) flashing coil stock cover plates with double stick butyl rubber flashing tape; per keynote 2.
- Provide and install new modified bitumen cap sheets at blister locations; per keynote 4.
- Perform thermal imaging search at specified locations (Area A & Area F) and make subsequent repairs based on findings with new modified bitumen; per keynote 5.
 - Note: Thermal imaging must be performed during lower temperatures of the day's temperature differential. This limits the time frame of work to later in the day (i.e.: 8pm – 1am)
- Provide and install new backer rod and sealant at specified locations; per keynote 6.
- Provide and install new modified bitumen repairs at specified locations; per key note 7.
- Inspect drains and replace flashing and components specified as necessary; per key note 12.

Total Price to Perform Scope of Work Above: \$90,850.00

Exclusions:

- This proposal figures to mechanically attach the roof insulation. The owner will need to confirm that screws penetrating the deck will not cause damage to electric lines or any other type of item which might be secured in close proximity to the bottom of the existing decking.
- This proposal does not figure interior protection from dust that may become dislodged from decking, supports, etc. once roofing begins or from debris that may filter into the building between gaps, seams, etc. at the substrate.
- In order to install the new roofing system, some condensing units may need to be disconnected so roofing can be installed underneath of them. Disconnecting and reconnecting units will be the responsibility of others. This proposal assumes the units are in good working order. IronShore Contracting does not take any responsibility to upgrade or replace deteriorated unit parts etc.
- All abatement, structural, and carpentry work.
- Permits.
- Key notes 3, 8, 9, 10, and 11 are excluded from this scope of work.

Notes:

- The owner will need to provide access for our men and equipment.
- Installing the new roof will create some noise and odor. This proposal figures this work can be done between the hours of 7:00 am to 5:30 pm Monday through Friday.
 Any delays to these times may result in additional cost.
 - Notifying tenants that roofing work is in progress will be the responsibility of others.

Respectfully Submitted,

John Whyte Business Development

> FID: 38-3758816 MDOT Cert. #: 09-384