

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

April 19, 2021

Autumn Contracting, Inc. 5425 Port Royal Road Springfield, VA 22151 Contact: Steve Lee

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Email: steve@autumnci.com

Susan Windsor/LB
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Email: susan.windsor@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 – Kettering Middle School

Autumn Contracting, Inc. 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 **Autumn Contracting**, **Inc.** 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

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$280,576.00 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

\$280,576.00

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.

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.

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:		
	Jun ou			
		04/19/21	Keith Stewart	05/04/2021
SIGNATURE		DATE	SIGNATURE	DATE
Peter H. Ahn	·		Keith Stewart	
NAME			NAME:	
President TITLE		· · · · · · · · · · · · · · · · · · ·	Director of Purchasing & Su	pply Services
:				VC A TYON
Autumn Contracting, Inc.			FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY	
FIRM			UPPER MARLBORO, MAR	

CONTRACT PRICING

*See attached



Prince George's County Public Schools

Reference: Kettering Middle School Modular Roof Replacement Proposal

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

Scope of Works:

1. Demolition of existing roofing system to existing metal deck.

2. Remove all debris from the site and dispose legally.

3. Provide 2 layer of polyiso board insulation to match existing insulation height mechanically fasten to existing metal deck, ¼" per foot tapered insulation attached with hot asphalt, ½" per foot tapered crickets, ½" High density wood fiber cover board with hot asphalt, 2 plies of SBS modified roofing system with 20 years roofing system warranty.

4. Provide .040" aluminum metal coping caps and counter flashing.

5. Roof Drain replacement is excluded in this bid.

6. Damaged roof metal deck replacement is excluded in this bid. If deck is too damaged to re-use, replacement of metal deck will be charged at \$20 / SF.

7. This work is based on work performed during normal business hours. If work needs to occur after hours, additional charges will apply.

Bid Price: \$ 280,576.00

 Material Cost (No Tax):
 \$ 176,680.00

 Equipment:
 \$ 4,000.00

 Labor Cost:
 \$ 95,750.00

 Bond Cost (1.5%):
 \$ 4,146.00

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

Sincerely.

Steve D. Lee

Steve Lee Commercial Roofing Division