



Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772

Dept. of Purchasing & Supply Services
Keith Stewart, Director

NOTICE OF CONTRACT AWARD

March 30, 2022

Modular Genius, Inc.
1201 South Mountain Rd.
Joppa, MD 21085
Telephone No: 410.588.6579
Contact: Brad Gudeman
Email: bradgudeman@modulargenius.com

POC: LaShawn Basham/DJ
Email: lashawn2.basham@pgcps.org
Technical Representative: Joseph Howell
Email: joseph.howell@pgcps.org

RE: **BCPS (JBO-716-003) Swing Space Modular Classroom (Beltsville Academy & Kettering MS)**

Dear Contact: Mr. Gudeman,

Modular Genius, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **BCPS (JBO-716-003) Swing Space Modular Classroom (Beltsville Academy & Kettering MS)**. 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 Prince George's County Public Schools before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified construction 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.

Until this contract is fully executed and a **Notice to Proceed** is issued by the Department of Capital Programs, authorization for mobilization or commencement of work is forbidden. Please find attached the Notice of Award (NOA) for the above referenced contract. Please sign and date the NOA in adobe. Your firm's current Certificate of Liability Insurance, Payment and Performance Bonds (if applicable) should be mailed to the Office of Purchasing and Supply Services within ten (**10**) business days. The Certificate of Liability Insurance should be project specific (if applicable), Payment and Performance bonds (if applicable), shall be made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland and provide proof that the coverage has been paid.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronic submittal. The electronic file will serve as the official executed Notice of Award.

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. 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

Beltsville Academy	\$2,347,310.00
Kettering Middle School	\$2,604,262.00

made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with **BCPS (JBO-716-003) Swing Space Modular Classroom (Beltsville Academy & Kettering MS)** is on file with the Office of Purchasing and Supply Service (Construction Procurement) during the entire period of the contract.

CONTRACT AWARD AMOUNT

The award amount is not to exceed

Beltsville Academy	\$2,347,310.00
Kettering Middle School	\$2,604,262.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK at this time. Commence service/work only after receipt of Notice of Award issued.

CONTRACT TERM

The term of the contract will be from date of award until **September 30, 2023**.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful respondents 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.

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the

requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Board is anticipated to incur as a result of such violation.

- a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35.00 per day until the monthly report is submitted as required.
- b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85.00 per MBE subcontractor.
- c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law. The successful respondents 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.

AVAILABILITY OF FUNDS

This 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, including approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved.

FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

Employees Having Direct Contact with and/or Uncontrolled Access to Students:

- A. Any and all current and future employees of the 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.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor 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 neglecter following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

1. 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.

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 and all documents associated with the solicitation will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **BCPS (JBO-716-003) Swing Space Modular Classroom (Beltsville Academy & Kettering MS)** for applicable terms and conditions.

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.

COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPs EMPLOYEES

Effective **September 13, 2021**, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPs will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPs facility.

- A. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPs authorizes in-person services by Partner.

- B. In the event Partner’s services must be provided at a PGCPs site (not virtually):
1. Partner’s staff shall be required to provide confirmation of vaccination to the designated PGCPs Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
 2. Partner’s staff shall be required to submit a list or other documentation of all Partner’s staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner’s staff’s start date of services.
 3. Unvaccinated, staff providing services at a PGCPs site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPs Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 4. Partner shall be required to submit a list or other documentation of all Partner’s staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue each week during the term of this Contract.
 5. PGCPs will not be responsible for testing Partner’s staff. Failure to provide proof of negative results will bar Partner’s staff from providing in-person services at a PGCPs site until such time as the information is presented.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

SIGNATURE

DATE

SIGNATURE

DATE

NAME

Keith Stewart

NAME:

TITLE

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE’S COUNTY

FIRM NAME