



Office of Purchasing and Supply Services
Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

Robert Johnson, Acting Director

REVISED NOTICE OF CONTRACT AWARD

October 25, 2016

Total Construction Supply, LLC
615 Thomas Way
Severna Park, MD 21146
Telephone: 443.744.2284
Fax: N/A
Contact: Alexandra Nichols
Email: alex@totalconstructionsupply.com

Buyer: Steve Francisco
Telephone: 301.952.6560
Fax: 301.952.6605
Email: steve.francisco@pgcps.org

Subject: IFB 064-16 Miscellaneous Construction Material

Total Construction Supply, LLC has been selected as the vendor to provide services in accordance with the above-mentioned **IFB**. 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 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.

Please sign below and return all documents to the **PURCHASING OFFICE** within ten (10) business days. Failure to sign the contract award 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.

CONTRACT TERM

The initial term of the contract will be for three (3) years. This contract is effective from **October 1, 2016 through September 30, 2019**, with an option to renew. The term of renewal shall not exceed two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is **\$82,343.23**

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

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): \$ ____ 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): \$ ____ 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: \$ ____ 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.

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 the **IFB** for all applicable terms and conditions.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The

CONTRACT PRICING

GROUP 3 – MISCELLANEOUS CONSTRUCTION MATERIALS

ITEM	DESCRIPTION	QTY	UNIT COST	EXT. COST
36	Board, White Insulating, 4'x8'x1/2", "cellulite III RYNO" ONLY, Fire Resistant; as mfgd by Gilman Bros. Co. (Quoated RYNO board product is NOT fire resistant & is not meant for insulation purposes)	48	\$82.31	\$3,950.88
39	Adhesive, Sub-floor plywood, Dap 4000 ONLY, 29 oz. Tube, (*8030-4424)	300	\$8.46	\$2,538.00
40	Soffit Vent, with Screen, Metal, 4"x16", with 1" width lip.	300	\$3.00	\$900.00
GROUP 3 TOTAL				\$7,388.88

GROUP 5 - WINDOWS, ALUMINUM

ITEM	DESCRIPTION	QTY	UNIT COST	EXT. COST
48	Window, Aluminum, Double Hung, as specified below. (*5670-0001)	40	\$549.49	\$21,979.60
49	Window, Aluminum, Awning Type as specified below. (*5670-0002)	40	\$426.19	\$17,047.60
GROUP 5 TOTAL				\$39,027.20

GROUP 7 - ROOFING MATERIAL

ITEM	DESCRIPTION	QTY	UNIT COST	EXT. COST
52	Felt Paper, 15 lb., 166 Lin ft roll (*5510-0029)	50	\$30.09	\$1,504.50
53	Shingles, Roofing, White fiberglass, 240 lb.	600	\$38.70	\$23,220.00
54	2" x 3" Aluminum Down-spout, 10 lin ft, section white	140	\$16.40	\$2,296.00
55	2" x 3" Elbow, Aluminum, White Type "A"	420	\$2.92	\$1,226.40
56	5" K. Brackets, Aluminum	1,000	\$1.31	\$1,310.00
57	Clips, Roof, 1/2", (250 per box) (*5680-4541)	5	\$26.19	\$130.95
58	Nails, Roofing, Bostitch #CR2DCGAL ONLY (120 nails per coil), 60 coils per case; for Bostitch Model #N-12 Gun	20	\$32.09	\$641.80
59	Gutter End Caps, 5" Aluminum White, Right	100	\$0.73	\$73.00
60	Gutter End Caps, 5" Aluminum White, Left	100	\$0.73	\$73.00
61	Gutter Outlets, Aluminum 2"x3"	100	\$1.09	\$109.00
GROUP 7 TOTAL				\$30,584.65

GROUP 11 - FIBERGLASS BUILDING INSULATION

ITEM	DESCRIPTION	QTY	UNIT COST	EXT. COST
78	R-11, 3-1/2" x 15" x 70'-6" Roll (*5640-1003)	25	\$60.48	\$1,512.00
79	R-19, 6" x 23" x 39'-2" Roll (*5640-1004)	50	\$76.61	\$3,830.50
GROUP 11 TOTAL				\$5,342.50

PERCENTAGE OFFERS:		
1	Plywood	5%
2	Particle Board	5%
3	Construction grade lumber, SPF, Dry, S4S.	5%
4	Pressure treated lumber, No. 2 or better, 0.40lb oxide per cu ft	5%
5	Insulation, Pipe, Owens/Corning Fiberglass ASJ/SSL-11 Heavy density one-piece, Owens Corning Brand or equal	5%
6	Formica brand lamination material	5%
7	Armstrong ceiling tile	5%
8	CONGOLEUM Floor Tile	5%
9	AZROCK Floor tile	5%
10	TARKETT Floor Tile	5%
11	ARMSTRONG Floor Tile	5%
12	Concrete splash blocks, 12"x24"	5%
13	Street brooms with handles, 16"	5%
14	Sona tubes, 24"	5%
15	Rebar, 5/8"	5%
16	Rebar, 3/4"	5%
17	Rebar, stakes	5%
18	Hydraulic cement	5%
19	Anchoring cement	5%
20	Hydraulic cement specialty fasteners	5%
21	Curlex erosion netting	5%
22	Under layment drain fabric	5%
23	Plastic drain pipe	5%
24	Culvert galvanized pipe	5%
25	Concrete wire	5%
26	Concrete expansion joint	5%
27	Diamond tip saw blades	5%
28	Concrete car stops	5%
29	Portland cement	5%
30	Wall ties	5%
31	Trowels	5%
32	Saw blades, brick and block cutting	5%
33	Drywall studs	5%
34	Drywall tracks	5%
35	Drain tile	5%

PERCENTAGE OFFERS (cont.):		

36	All thread rods	5%
37	Screed Joint	5%