Office of Purchasing and Supply Service

Facilities ministration Building (FAB) 13300 Old Marlboro Pike, Room 20 Upper Mariboro, MD 20772

Phone: 301-952-6560 Fax: 301-952-6605

Robert Johnson, Acting Director

NOTICE OF CONTRACT AWARD

September 8, 2016

_Asbestos Specialist 7585 Washington Blvd. Suite 104 Elkridge, MD 21075 Telephone: 410.796.5379

Fax: 410.796.2849

Email: davidp@asiabatement.com

Buyer: Dariya Jackson Telephone: 301.952.6726

Fax: 301.952.6605

Email: Dariya.Jackson@pgcps.org

SUBJECT: RFQ 91875 Parkdale Higb School – Asbestos Ceiling Tile Replacement

Ashestos Specialists, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned RFQ 91875. 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.

Until the AIA Contract is signed and the Notice to Proceed is issued by Department of Capital Programs, authorization for mobilization or commencement of work 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 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 term of the contract will be from date of award until project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$267,000.00

<u>INSURANCE</u>

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 bidder accepts this contract with the understanding that should they fail to complete the work/deliver in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

Liquidated Damages Schedule

Amount	Amount Per Day
\$25,000 and under	\$100.00
\$25,000 - \$100,000	\$250.00
\$100,000-\$500,000	\$500.00
\$500,000-\$1,000,000	\$550.00
\$1,000, 000-\$2,500,000	\$750.00
\$2,500,000-\$5,000,000	\$1,000.00
\$5,000,000-\$10,000,000	\$1,500.00
\$10,000,000-\$15,000,000	\$2,000.00
\$15,000,000 and More	\$2,500.00

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 RFQ 91875 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 fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students;

Employees of Consultent/Contractor who will be placed in a PGCPS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer.

Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

This notice of award, plus the solicitation and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the **RFQ 91875** for all applicable terms and conditions.

ACCEPTED BY: FOR THE FIRM:	FOR THE BOARD OF EDUCATION:	
SIGNATURE PATE	SIGNATURE 9 79 16	
SIGNATURE DATE DAVID PUTZTUM	SIGNATURE DATE Robert Johnson	
NAME	NAME:	
THE MANAGEX	Acting Director, Purchasing & Supply Services TITLE	
ASTESTES SPECIALISTS INC.	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY	
FIRM	UPPER MARLBORO, MARYLAND 20772	

CONTRACT PRICING

ATTRIMODESCRIPTIONS	Pricing
Base Bid	<u>\$26</u> 7,000.00
Breakout of replacement estimate of discolored grid at 20% (14, 134 s.f) of the overall ceiling tile replacement (included in base	
bid, above)	\$17,935.00
Abatement & Remediation (as required-included in base bid, above)	\$224,065.00
Allowance (included in base bid, above)	\$25,000,00
Total Contract Value	\$267,000.00