



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, Esq., Director

**NOTICE OF CONTRACT AWARD**

June 28, 2017

Mitchell Truban  
AstroTurf Corporation  
2680 Abutment Road  
Dalton, GA 30721  
Email: [mtruban@astroturf.com](mailto:mtruban@astroturf.com)  
Phone: 706.277.8873  
Fax: 706.277.1128

Buyer: Donna Parks  
Telephone: 301.952.6567  
Fax: 301.952.6605  
Email: [donna.parks@pgcps.org](mailto:donna.parks@pgcps.org)

**SUBJECT: RFQ 91881 Turf Field & Field Lighting Projects at Northwestern, Charles H. Flowers, Bowie, and Eleanor Roosevelt High Schools**

**Astro Turf Corporation** has been selected as the vendor to provide services in accordance with the above-mentioned **RFQ 91881**. 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.

**PERFORMANCE/PAYMENT BOND**

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$6,697,202.00** 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 until project completion.

**CONTRACT AWARD ESTIMATED AMOUNT**

The estimated amount of award is

\$6,697,202.00

**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 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**

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.

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 91881** 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 Consultant/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 91881** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

  
SIGNATURE



  
SIGNATURE

7/18/17  
DATE

Ryan Paris  
NAME

Robert Johnson, Esq.  
NAME:

Vice President of Operations  
TITLE

Director, Purchasing & Supply Services  
TITLE

AstroTurf Corporation  
FIRM

FOR THE BOARD OF EDUCATION  
OF PRINCE GEORGE'S COUNTY  
UPPER MARLBORO, MARYLAND 20772

**CONTRACT PRICING**

<b>Charles H. Flowers HS Turf Project</b>		<b>Contract Value</b>
<b>Base Bid</b>		\$1,915,908.00
Cost of Builder's all Risk Insurance (included in base bid, above)		\$1,500.00
Unforeseen Allowance (included in base bid, above)		\$30,000.00
<b>VOLUME PRICING – Provide bulk volume cost savings, when vendor is awarded multiple projects.</b>		
Provide cost savings if awarded 4 projects together.	<b>Deduct Total</b>	(\$71,650.00)
<b>Total Charles H. Flowers Project</b>		<b>\$1,844,258.00</b>
<b>UNIT PRICING:</b>		
	<b>Unit</b>	
Unit Price for Excavation and Hauling of unsuitable soils.	<b>CY</b>	\$37.00
Unit Price for Excavation and Hauling of material off site	<b>CY</b>	\$19.00
Unit Price for Excavation and Hauling of material onsite	<b>CY</b>	\$16.00
Unit Price for Furnish and Install Compacted 21A Fil	<b>CY</b>	\$52.00
Unit Price for Asphalt Patching - light duty full depth repair	<b>SF</b>	\$12.00

**CONTRACT PRICING**

<b>Northwestern HS Turf Project</b>		<b>Contract Value</b>
<b>Base Bid</b>		\$1,651,501.00
Cost of Builder's all Risk Insurance (included in base bid, above)		\$1,500.00
Unforeseen Allowance (included in base bid, above)		\$30,000.00
<b>VOLUME PRICING</b> – Provide bulk volume cost savings, when vendor is awarded multiple projects.		
Provide cost savings if awarded 4 projects together.	<b>Deduct Total</b>	(\$71,650.00)
<b>Total Northwestern HS Turf Project</b>		<b>\$1,579,851.00</b>
<b>UNIT PRICING:</b>	<b>Unit</b>	
Unit Price for Excavation and Hauling of unsuitable soils.	<b>CY</b>	\$37.00
Unit Price for Excavation and Hauling of material off site	<b>CY</b>	\$19.00
Unit Price for Excavation and Hauling of material onsite	<b>CY</b>	\$16.00
Unit Price for Furnish and Install Compacted 21A Fil	<b>CY</b>	\$52.00
Unit Price for Furnish and Install Compacted 21A Fil	<b>SF</b>	\$12.00

**CONTRACT PRICING**

<b>Bowie HS Turf Project</b>		<b>Contract Value</b>
<b>Base Bid</b>		\$1,780,161.00
Cost of Builder's all Risk Insurance (included in base bid, above)		\$1,500.00
Unforeseen Allowance (included in base bid, above)		\$30,000.00
<b>VOLUME PRICING</b> – Provide bulk volume cost savings, when vendor is awarded multiple projects.		
Provide cost savings if awarded 4 projects together.	<b>Deduct Total</b>	(\$71,650.00)
<b>Total Bowie HS Turf Project</b>		<b>\$1,708,511.00</b>
<b>UNIT PRICING:</b>	<b>Unit</b>	
Unit Price for Excavation and Hauling of unsuitable soils.	<b>CY</b>	\$37.00
Unit Price for Excavation and Hauling of material off site	<b>CY</b>	\$19.00
Unit Price for Excavation and Hauling of material onsite	<b>CY</b>	\$16.00
Unit Price for Furnish and Install Compacted 21A Fil	<b>CY</b>	\$52.00
Unit Price for Asphalt Patching - light duty full depth repair	<b>SF</b>	\$12.00