



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

10/31/17 12:28 PM

Robert Johnson, Director

NOTICE OF CONTRACT AWARD

October 17, 2017

Patuxent Materials, Inc.
 2124 Priest Bridge Drive, Suite 18
 Crofton, MD 21114
 Telephone: 410.793.0503
 Contact Email: tcloud@paxcos.com

Dariya Jackson
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 Fax: 301.952.6605
 Email: Dariya.Jackson@pgcps.org

SUBJECT: IFB 004-18 – Furnish and Deliver Topsoil, Fill Dirt, Baseball Infield Mix, Mulch and Various Aggregates

Patuxent Materials, Inc. 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.

Until the contract is signed by Patuxent Materials, 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 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.

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **October 1, 2017 – September 30, 2020**.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$404,482.00

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(s) signed by the Purchasing Agent.

ALL PURCHASE ORDERS placed throughout the terms of the contract will require delivery/service in accordance with the offered time(s).

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.

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 004-18 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.

CONTRACT PRICING

DESCRIPTION	Estimated Quantity	Unit	Unit Price	Extended Price	Haul/Freight Charge
Topsoil, ground and screened through max 1/2" diameter screen openings: Loaded by Supplier onto BOARD truck(s)	1000	CuYd	\$44.75 ✓	\$44,750.00	N/A
Topsoil, ground and screened through max 1/2" diameter screen openings: Delivered by Supplier to PGCPs location	1000	CuYd	\$59.00 ✓	\$59,000.00	Included
Topsoil, not screened: Loaded by Supplier onto BOARD truck(s) at pit location	500	CuYd	\$44.75 ✓	\$22,375.00	N/A
Topsoil, not screened; Delivered by Supplier to PGCPs location	500	CuYd	\$59.00 ✓	\$29,500.00	Included
Clean Fill Dirt: Loaded by Supplier onto BOARD truck(s) at pit location	100	CuYd	\$18.00 ✓	\$1,800.00	N/A
Sand, Concrete: Loaded by Supplier onto BOARD truck(s) at pit location	1500	Ton	\$39.90 ✓	\$59,850.00	N/A
Sand, Concrete: Delivered by Supplier to PGCPs location	1500	Ton	\$39.90 ✓	\$59,850.00	Included
Sand, Mortar (building): Loaded by Supplier onto BOARD truck(s) at pit location	25	Ton	\$39.90 ✓	\$997.50	N/A
Sand, Mortar (building): Delivered by Supplier to PGCPs location	25	Ton	\$39.90 ✓	\$997.50	Included
Gravel, Washed, 3/4": Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$44.95 ✓	\$4,495.00	N/A
Gravel, Washed, 3/4": Delivered by Supplier to PGCPs location	100	Ton	\$44.95 ✓	\$4,495.00	Included
Gravel, Washed, 2": Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$67.80 ✓	\$6,780.00	N/A
Gravel, Washed, 2": Delivered by Supplier to PGCPs location	100	Ton	\$67.80 ✓	\$6,780.00	Included
Gravel, Bank Run: Loaded by Supplier onto BOARD truck(s) at pit location	50	Ton	\$22.00 ✓	\$1,100.00	N/A
Gravel, Bank Run: Delivered by Supplier to PGCPs location	50	Ton	\$31.80 ✓	\$1,590.00	Included
Gravel, Pea, Washed: Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$47.15 ✓	\$4,715.00	N/A
Gravel, Pea, Washed: Delivered by Supplier to PGCPs location	100	Ton	\$47.15 ✓	\$4,715.00	Included

Stone, Crusher Run, CR-6: Loaded by Supplier onto BOARD truck(s) at pit location	1000	Ton	\$29.20 /	\$29,200.00	N/A
Stone, Crusher Run, CR-6: Delivered by Supplier to PGCPs location	1000	Ton	\$29.20 /	\$29,200.00	Included
Stone, Crushed, 2": Loaded by Supplier onto BOARD truck(s) at pit location	60	Ton	\$38.60 /	\$2,316.00	N/A
Stone, #8: Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$42.45 /	\$4,245.00	N/A
Stone, #8: Delivered by Supplier to PGCPs location	100	Ton	\$42.45 /	\$4,245.00	Included
Stone, #57: Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$41.60 /	\$4,160.00	N/A
Stone, #57: Delivered by Supplier to PGCPs location	100	Ton	\$41.60 /	\$4,160.00	Included
Stone, #67: Loaded by Supplier onto BOARD truck(s) at pit location	100	Ton	\$44.00 /	\$4,400.00	N/A
Stone, #67: Delivered by Supplier to PGCPs location	100	Ton	\$44.00 /	\$4,400.00	Included
Stone, Gabion: Loaded by Supplier onto BOARD truck(s) at pit location	20	Ton	\$52.95 /	\$1,059.00	N/A
Stone, Gabion: Delivered by Supplier to PGCPs location	20	Ton	\$52.95 /	\$1,059.00	Included
Stone, Rip-Rap, Class 1: Loaded by Supplier onto BOARD truck(s) at pit location	20	Ton	\$56.20 /	\$1,124.00	N/A
Stone, Rip-Rap, Class 1: Delivered by Supplier to PGCPs location	20	Ton	\$56.20 /	\$1,124.00	Included
Total				\$1,330.10	\$404,482.00