



*Johnna Smarr, Acting Director*

**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**

**NOTICE OF CONTRACT AWARD**

**October 2, 2019**

**Bardon, Inc. dba Aggregate Industries  
6401 Golden Triangle Drive, Suite 400  
Greenbelt, MD 20770  
Telephone: 301.982.1400 ext 60455  
Fax: 301.513.00016  
Email: [stacy.sansone@aggregate-us.com](mailto:stacy.sansone@aggregate-us.com)**

**Ann Harrison  
Telephone: 301.952.8419  
Fax: 301.952.6605  
Email: [ann.harrison@pgcps.org](mailto:ann.harrison@pgcps.org)**

**Subject: Contract IFB 005-15 Installation of Bituminous Concrete in Specified Locations and Removal and Replacement of Bituminous Concrete in Existing Specified Locations within Prince Georges County Public Schools (At the employee parking lots of the Prince George's County Public Schools Maintenance Yard on Brown Station Road).**

**Bardon, Inc. dba Aggregate Industries** has been selected as the vendor to provide services in accordance with the above-mentioned IFB 005-15 and Quote dated September 3, 2019. 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.

**PERFORMANCE/PAYMENT BOND**

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$219,075.60 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**

**\$219,075.60**

**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** signed by the Purchasing Agent.

#### **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 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.

#### **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.

##### **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.

## 17.1 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. An Executed Contract will not be issued by the PGCPS Purchasing Department until proof has been provided that the background check and training requirements below have been completed 15 days following the issuance of Notice of Award.

### Compliance with Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to vendor.

### **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.

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 005-15 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature] 10/02/2019  
SIGNATURE DATE

Mohamed Ben Driss Alami  
NAME

VP/GM  
TITLE

Bardon, Inc. dba Aggregate Industries  
Greenbelt, MD 20770  
FIRM

[Redacted Signature] 10/3/2019  
SIGNATURE DATE

Johnna Smarr  
NAME:

Acting Director, Purchasing & Supply Services  
TITLE

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

[Redacted Signature] 10/4/19  
SIGNATURE DATE

Mark Fossett  
NAME:

Associate Superintendent for Supporting Services  
TITLE

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

[Redacted Signature] 10/4/19  
SIGNATURE DATE

Barry Stanton  
NAME:

Chief Operating Officer  
TITLE

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

## CONTRACT PRICING

Item No.	Item Description	Unit of Measure	Units	Unit Price	Price
1	Mobilize the milling machine	EA	1	\$4,500.00	\$4,500.00
2	Mobilize the asphalt crew	EA	1	\$4,750.00	\$4,750.00
6	Mill (2") (\$1.00/SY Inch= \$2.00 SY	EA	500	\$2.00	\$1,000.00
7	Install Petromat System	SY	900	\$3.00	\$27,000.00
8	Vacuum Two Times – Very Dirty	SY	18,000	\$0.25	\$4,500.00
9	Cut and remove base material	CY	165	\$45.00	\$7,425.00
11	Band BC, B1, BF base surfacing (4")	Ton	325	\$100.00	\$32,500.00
12	Band SN or SF surfacing course (2")	Ton	1300	\$85.85	\$111,605.00
	Allowance				\$18,000.00
	Painted Pavement Markings (Lump Sum)				\$3,500.00
	Subtotal (incl. all items above)				\$214,780.00
	Payment and Performance Bond	2% of Subtotal			\$4,295.60
<b>TOTAL ESTIMATED COST</b>					<b>\$219,075.60</b>