



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**

July 3, 2019

**PowerSecure Services, Inc.**  
377 Maitland Avenue, Suite 1010  
Altamonte Springs, FL 32701  
Telephone: 770.721.7111  
Contact Email: [ndubish@powersecure.com](mailto:ndubish@powersecure.com)

**Rochandra Lomax-Cook**  
Telephone: 301.952.6568  
Fax: 301.952.6605  
Email: [Rochandra.Lomaxcook@pgcps.org](mailto:Rochandra.Lomaxcook@pgcps.org)

**SUBJECT: IFB 026-19 Preventative Maintenance, Service, and Repair for Generators/Transfer Switches (Building Services)**

**PowerSecure Services, 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 **PowerSecure Services, 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 **July 1, 2019 – June 30, 2021**.

**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 **\$9,270.00**

**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 026-19** for all applicable terms and conditions.

**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 Safe Schools 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 Safe Schools.
- 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 offense 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 neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

**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 PGCPD 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. PGCPD representative/project manager
- C. An Executed Contract will not be issued by the PGCPD 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.

**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.

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 **IFB 026-19** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


  
SIGNATURE

10/10/19  
DATE

ANDREW BRITT  
NAME

SALES MANAGER  
TITLE

POWER SECURE SERVICE, INC.  
FIRM

  
SIGNATURE

10/15/19  
DATE

Johnna Smarr  
NAME:

Acting Director, Purchasing & Supply Services  
TITLE

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


  
SIGNATURE

10/15/19  
DATE

Mark Fossett  
NAME:

Associate Superintendent for Supporting Services  
TITLE

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

  
SIGNATURE

10/15/19  
DATE

Barry Stanton  
NAME:

Chief Operating Officer  
TITLE

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

**Contract Pricing**

**\*See Attached Pricing Sheet**

---

## Power Secure Cost

Name of School	Make of Generator	Model Number	Serial Number	Motor	Fuel	Location (Inside or Outside)	Annual PM Pricing (Flat rate including materials)
							Power Secure
Bowie Sr.	Kohler 200KW	200REOZV	776079	Volvo	Diesel Oil	Outside	\$ 445.00
District Heights Elementary	Katolight 15kw	SEN15FRN4	651448-97719-0404		Propane Gas	Outside	\$ 295.00
Ernest Everett Just Middle	Generac 2000 (35 KW)	2418910100	2067532	V6 Vorten	Natural Gas	Outside	\$ 315.00
G. James Gholson Middle	Generac 2000	1445820100	2061815	Generac 6 Cyl.	Natural Gas	Outside	\$ 315.00
Glenridge Elementary	Katolight 15KW	SENL15FPC4 36163	152577-1007	Chrysler 2.8	Propane Gas	Outside	\$ 300.00
H. Winship Wheatley Early Childhood	Baldor 15KW	GLC15	P0904210002SE	PSI	Natural Gas	Outside	\$ 290.00
H. Winship Wheatley Early Childhood	Baldor 15KW	GLC15	P0904210003SE	PSI	Propane Gas	Outside	\$ 290.00
High Bridge Elementary	Kohler 15kw	15REOZDC	SGM327W4V		Diesel Oil	Outside	\$ 305.00
High Point Sr. (Auditorium Only)	Onan 12.5 KW	12.5JC-4XR/16779AA	B760104648	Onan	Propane Gas	Inside	\$ 270.00
Indian Queen Elementary	Kohler 15kw	15REOZDC	SGM32BM5T		Diesel Oil	Outside	\$ 305.00
Jessie B. Mason Special	Baldor	IGL-10-NG	P1103020001		Propane Gas	Outside	\$ 290.00
John Carroll Elementary	Onan 7.5 KW	7.5 JB-4R/3157T	871316064	Onan P2262	Natural Gas	Inside	\$ 270.00
John E. Howard Elementary	Onan 12.5 KW	7.05 JB-4R/1983R	0168A03384	Onan - P2262	Natural Gas	Inside	\$ 290.00
Lake Arbor Elementary	Power Generation 35 KW	GGFD-5549812	A020323259	Ford V 6 Cyl.	Natural Gas	Outside	\$ 320.00
Laurel Elementary	Kohler 16kw	15REOZK	SGM32KVL7		Diesel Oil	Outside	\$ 320.00
Lewisdale Elementary	Kohler 15kw	15REOZK	SGM32KM7S		Diesel Oil	Outside	\$ 320.00
Margaret Brent Regional	Baldor 10KW	GLC10L208LS	P1101120001		Propane Gas	Outside	\$ 320.00
Marlton Elementary	Kohler 15kw	15REOZDC	SGM327W4X		Diesel Oil	Inside	\$ 320.00
Mary Harris "Mother" Jones	Power Generator 35 KW	GGFD-5549816	A0203232262	Ford 6 Cly.	Natural Gas	Outside	\$ 320.00
Oxon Hill Elementary	15KW Katolight	SEL15FRN4	G51444-97720-0404	Nissan H25	Natural Gas	Outside	\$ 295.00
Oxon Hill Middle	Onan 30kw	30.0 EK-15R/6598M	L830688346	Ford 6 Cyl.	Natural Gas	Outside	\$ 320.00
Oxon Hill Staff Development Center	Kohler 16kw	15REOZK	SGM32KVKJ		Diesel Oil	Outside	\$ 320.00
Potomac Landing Elementary	Baldor	IGLC 10. NG	P1203280006	GM 3.0L	Propane Gas	Inside	\$ 295.00
Stephen Decatur Middle	Onan 30KW	30.0EK-15R/16699C	271282233	Ford 6 Cyl.	Natural Gas	Inside	\$ 320.00
Stern Warehouse	Gillette 10kw	SP200-3-4N2(L2)	MI-21-301		Natural Gas	Outside	\$ 295.00
Suitland Auditorium	Onan 15.0 KW	15.0RJC-4R/7776AC	810588483	Onan 4 Cyl.	Propane Gas	Inside	\$ 295.00
Tayac Elementary	Baldor	GLC10L208LS	P0812230002	GM L4	Natural Gas	Outside	\$ 295.00
Thomas Claggett Elementary	Onan 30.0 KW	30.0 EK-15R/1699C	571300000	Ford 6 Cyl. Eng. 240	Natural Gas	Inside	\$ 320.00
Thomas Stone Elementary	Onan 17.5 KW	17.5RDJF-4R/13273C	304753-1-1-0109	Onan P2722	Diesel Oil	Inside	\$ 290.00

University Park Elementary	Generac 25kw	QTO2524KNSNA	9828325		Propane Gas	Outside	\$	325.00
<b>Annual Preventative Maintenance</b>							<b>Total Cost</b>	<b>\$9,270.00</b>

**MarkUp/Rates**

Location	Vendors
	Power Secure
Normal Repair (MarkUp Fee over Vendor Cost)	35%
Normal Repair (Labor Rate)	\$150.00
Emergency Repair (MarkUp Fee over Vendor Cost)	35%
Emergency Repair (Labor Rate)	\$225.00
Weekends/Holiday Repair (MarkUp Fee over Vendor Cost)	35%
Weekends/Holiday Repair (Labor Rate)	\$300.00