



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

JAN 24 AM 9:34
PGCPS PURCHASING OFFICE

Johanna Smarr, Acting, Director

REVISED NOTICE OF CONTRACT AWARD

January 22, 2020

Asbestos Specialists, Inc.
Post Office Box 368
Linthicum Heights, MD 21090
Phone: 410-796-5379
Cook@pgcps.org
Fax: 410-796-2849
Email: davidp@asiabatement.com

Donna Parks
Phone: 301-952-6567
Fax: 301-952-6560
Donna Parks@pgcps.org

Subject: RFP 112-14 Forest Heights Elementary School, Floor Tile and Mastic Containing Asbestos Removal/Disposal Project (Building Services)

Asbestos Specialists, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **RFP 112-14** and quote dated July 18, 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.

Until the contract is signed by **Asbestos Specialists, 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.

PERFORMANCE/PAYMENT BOND (N/A)

If required the successful Respondents shall submit a performance bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceed \$100K. (Comar 21.06.07.03) The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted with the return of the signed contract award **WITHIN TEN (10) BUSINESS DAYS**

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:

\$44,800.00

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.

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 **RFP 112-14** for all applicable terms and conditions.

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 **RFP 112-14** 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 abuser or neglecter 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 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

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offeror's 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 Offeror.

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 RFP 112-14 for all applicable terms and conditions.

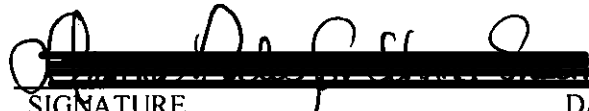
ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


SIGNATURE

1/23/20
DATE
ORIGINAL SIGNED 8/8/19


SIGNATURE

1/27/2020
DATE

DAVID PUNJAM
NAME

Johnna Smarr
NAME:

PROPERTY MANAGER
TITLE

Acting Director, Purchasing & Supply Services
TITLE

ASBESTOS SPECIALISTS INC.
FIRM


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


SIGNATURE

1-28-2020
DATE

Mark Fossett
NAME:

Associate Superintendent for Supporting Services
TITLE


SIGNATURE

1/29/2020
DATE

Barry Stanton
NAME:

Chief Operating Officer
TITLE



ASBESTOS
SPECIALISTS,
INC.

Post Office Box 368
Linthicum Heights, MD 21090-0368

(410) 796-5379
Fax (410) 796-2849

July 18, 2019

Mr. Alex Baylor
Prince Georges County Board of Education
13300 Old Marlboro Pike
Room 13
Upper Marlboro, Maryland 20772

Re: Forest Heights Elementary School – Asbestos Abatement Revised Proposal

The following is a revised proposal for removal and disposal of asbestos containing floor tile and mastic in the 1st and 2nd floor classrooms, hallways and miscellaneous areas as shown on the attached highlighted drawing provided with the bid package. This proposal adds MBE supplier percentages and costs for performance and payment bonding if required. Price is based on performing the work in one mobilization during normal business hours during Summer Break 2019.

Price is based on the work area being off limits to the customer for the duration of the work. The customer is responsible for removing loose items, desks and furnishings from the work area prior to our arrival. We are not responsible for damage or loss of items left in the work area during our work. The customer is responsible for limiting public access to the area.

Price: Asbestos Abatement - \$44,800.00

- Customer to remove furniture, loose and stored items, computers, servers, and personal items from the areas of work prior to our arrival.
- Removal and disposal of asbestos containing floor tile and mastic in the areas shown on the attached highlighted drawing.
- Replacement of floor tile is not included.
- Price does not include daily industrial hygiene services. It is understood that industrial hygiene services will be provided by the customer for the work.
- Disposal of waste at an EPA approved landfill.
- All work to be performed according to OSHA, EPA and State of Maryland regulations.
- Customer to provide uninterrupted access to the work, adequate power and water for the work, and a temporary storage area for equipment, materials and waste.
- Exclusions: Additional phases or containments, removal of floor tile and mastic under cabinets, HVAC units, and floor mounted items, flash patching of floors if required, and work other than that described above.
- Estimated time of completion: Approximately (14-21) calendar days
- Price includes up to 15% of the project being provided by an MDOT certified MBE supplier. This percentage is limited to materials only.

Forest Heights Elementary School – Asbestos Abatement
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Should you have any questions regarding this proposal please contact me.

Sincerely,

David Purdum

David Purdum
Project Manager
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Forest Heights ES Floor Tile Abatement Cost Breakdown		MDYS	ODC
Set up Containment Barriers & Prep Area		38.0	
Remove Floor Tile		29.0	
Final Clean Abatement Work Area		33.0	
Visual Inspection & Clearance Sampling & Barrier Removal		0.0	
Disposal		0.0	\$3,403.00
Equipment Rental		0.0	\$0.00
Standard Disposable Items (suits, filters, tape, poly, tape, encapsulants) 15% MBE			\$8,720.00
		100.0	\$10,123.00
TOTAL PROJECT DURATION (Days)		63	* See Note
TOTAL FOREMAN ON SITE		2	
TOTAL LABOR ON SITE		10	
*Note - Durations do not include visual inspection and clearance sample turnaround time			
Labor Cost		\$26,872.40	
ODC's (Equipment and Disposables)		\$10,123.00	
Insurance @ 6% of Labor		\$1,732.34	
	subtotal	\$40,727.74	
Profit @ 10%		\$4,072.77	
	subtotal	\$44,800.52	
TOTAL COST			\$44,800.52

Labor Cost Breakdown	
Average Wage	\$18.00
FICA, FUTA, SUTA, WORKERS COMPENSATION	
Workers Compensation	\$8.65
FUTA	\$0.008
SUTA	\$0.008
FICA	\$0.077
Total	\$8.65
INDIRECTS - TRAINING/BENEFITS/PHYSICALS ETC.	
Training & Licenses	\$2.02
Vacation & Holiday	\$1.10
Health & Disability Insurance	\$4.71
Retirement Plan	\$1.81
Total	\$9.64
SUBTOTAL	\$36.09
X 8 HOURS/DAY	\$288.72
LABOR UNIT COST PER MANDAY	\$288.72