



Johnna Smarr, Acting Director

Office of Purchasing and Supply Service  
Facilities Administration Building (FAB)  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772  
Phone: 301-952-6560 Fax: 301-952-6605

REVISED  
NOTICE OF CONTRACT AWARD

September 11, 2019

Colt Insulation, Inc.  
2901 Dede Road, Suite B  
Finksburg, MD 21048  
Phone: 410.833.3383  
Fax: 410.833.3389  
Contact Email: [dpaetow@colt-ins.com](mailto:dpaetow@colt-ins.com)

Dariya Jackson  
Phone: 301.952.6726  
Fax: 301.952.6605  
Email: [Dariya.Jackson@pgcps.org](mailto:Dariya.Jackson@pgcps.org)

**Subject: RFP: 112-14 Removal and Replacement of Ceiling Tile at Pointer Ridge ES – Building Services**

Colt Insulation, Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **RFP 112-14 Removal and Replacement of Ceiling Tile at Pointer Ridge ES and quote dated March 06, 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 the 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 **Colt Insulation, 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 fifteen (15) 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.

This notice of award, bid documents terms and/or attachments and any conditions and instructions will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the bid for all applicable terms and conditions.

**PERFORMANCE/PAYMENT BOND**

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$104,000.00** 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

**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

**\$104,000.00**

**BID BOND**

(1) Solicitations on all construction contracts when the contract is expected to exceed \$100,000 require the submission of bid security in an amount equal to at least 5 percent of the amount of the bid or price proposal except that, for bids stating a rate but not a total cost, the bid bond shall be in an amount as determined by the purchasing director. Bid security or evidence of the posting of bid security shall be submitted with the bid or proposal. Bid bonds may be required for any other procurement over \$50,000, as determined by the purchasing director. If a contractor or vendor fails to accompany its bid with the required bid security, the bid shall be considered nonresponsive and rejected.

(2) The purchasing director may require a bid security for a bid or proposal for services, supplies, maintenance, or construction-related services if the contract is expected to exceed \$50,000. The purchasing director shall set the amount of the security.

Failure to Comply. If bid security is provided by a bidder in an amount less than that required by this section, the bid shall be rejected as nonresponsive, unless the purchasing director determines that the deficiency in the amount of security provided is insubstantial and acceptance is in the best interests of the Board, and that:

(1) Only one bid or proposal was received, and there is insufficient time to rebid the contract;

(2) The bid security became inadequate as a result of the correction of a mistake in the bid or proposal, or as a result of a modification in the bid or proposal in accordance with applicable regulations, and the bidder or offeror increased the amount of bid security to required limits within 48 hours after the correction or modification; or

(3) After consideration of the risks involved and the difference between the lowest bid and the next lowest bid, fiscal advantage could reasonably be expected to accrue to the Board from acceptance of the lowest bid.

C. Withdrawal of Bid or Proposal Before Award. If a bidder or offeror is permitted to withdraw a bid or proposal before award because of a mistake in the bid or proposal, action may not be taken against the bid security. Otherwise, action may be taken against the bid security of a bidder or offeror that withdraws a bid or offer. (COMAR 21.06.07.09)

**PERFORMANCE/PAYMENT BOND**

(1) A performance bond is required for all construction related or task order issued contracts in excess of \$100,000 in the amount equal to at least 100 percent of the contract price. A performance bond may be required for any contract(s) for services, supplies, maintenance, or construction-related services expected to exceed \$100,000 in total to one contractor or vendor, as determined by the purchasing director. The performance bond shall be delivered by the contractor to the Board not later than 10 days following contract execution. If a contractor fails to deliver the required performance bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder.

(2) A payment bond is required for all construction related or task order issued contracts in excess of \$100,000 in the amount equal to at least 100 percent of the contract price. A payment bond may be required for any contract(s) for services, supplies, maintenance, or construction-related services expected to exceed \$100,000 in total to one contractor or vendor, as determined by the purchasing director. The payment bond shall be delivered by the contractor to the Board not later than 10 days following contract execution. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder. (COMAR 21.06.07.10)

**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)** issued by 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 **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 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 neglect 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**

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. Offerors 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.

**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.

ACCEPTED BY:

FOR THE FIRM:

SIGNATURE

DATE

DAVID J. PARTOW

9-12-19

NAME

Vice President

TITLE

FOR THE BOARD OF EDUCATION:

SIGNATURE

DATE

Johnna Smarr

9/19/19

NAME:

Acting Director, Purchasing & Supply Services

TITLE:

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

SIGNATURE

DATE

Mark Fossett

NAME:

Associate Superintendent for Supporting Services

TITLE

SIGNATURE

DATE

Barry Stanton

NAME:

Chief Operating Officer

TITLE

**Contracting Pricing**

<b>Pointer Ridge ES</b>	<b>Cost</b>
<b>Labor:</b> Supervisor - 200 hrs. @ \$39.70	\$7,940.00
Workers - 1200 hrs. @ \$25.00	\$30,000.00
Sub Total	\$37,940.00
Labor Burden (45%)	\$17,073.00
<b>Labor Total</b>	<b>\$55,013.00</b>
<b>Asbestos Materials:</b> (Poly, tape, Spray Glue, Disposable Suits, Work Gloves, Bags, Rags, Wetting Agent, Encapsulant, Vacuum Filters, Negative Air Machine Filters, Poly Tubing, Danger Signs, Respirator Cartridges)	\$24,987.00
<b>New Ceiling Tiles</b>	\$20,000.00
<b>Disposal:</b>	\$4,000.00
<b>Contract Grant Total</b>	<b>\$104,000.00</b>