

Robert Johnson, Esq., 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

September 24, 2018

ArchSCAN, LLC. 503 Coover Road Annapolis, MD 21401 Tel: 410.974.8183

Fax: 410.974.8183

Attn: Virginia Williams

Email: ginny.williams@archscan.com

Subject: RFP 062-16 Document Control Management

Buyer: Donna Parks Telephone: 301.952.6567 Fax: 301.952.6605

Email: donna.parks@pgcps.org

ArchScan LLC. has been selected as the vendor to provide services in accordance with the above-mentioned RFP 062-16. 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 **Professional Services Agreement** is signed and the **Notice to Proceed** is issued by Department of Capital Programs, authorization for mobilization or commencement of work 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 <u>all</u> 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.

#### **CONTRACT TERM**

The term of the contract will be one (1) year from date of award.

## CONTRACT AWARD ESTIMATED AMOUNT

The Estimated Amount of Award Not to Exceed

\$618,647.50

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 Notice to Proceed issued by Department of Capital Programs.

#### **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 (Not Applicable)

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.

### PERFORMANCE/PAYMENT BONDS (Not Applicable)

The successful Respondent shall submit payment and performance bonds, 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.

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.** 

#### 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 062-16** 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 neglector 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

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.

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 062-16 for all applicable terms and conditions.

ACCEPTED BY:				
FOR THE FIRM:	FOR THE BOARD OF EDUCATION:			
10/15/18	10/31/18			
SIGNATURE , DATE	SIGNATURÉ DATE			
Vivica Williams	Robert Johnson, Esq.			
NAME	NAME:			
President	Director, Purchasing & Supply Services			
TITLE	TITLE			
FIRM	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772			

## **Contract Pricing**

Item	Description	Quantity	Unit	Unit Price
1	Standard Size Documents:			
	8.5"x5.5" (black & white scanning)	10,000	ea.	\$0.14
	8.5"x5.5" (color scanning)	10,000	ea.	\$0.14
	8.5"x11" (black & white scanning)	400,000	ea.	\$0.14
	8.5"x11" (color scanning)	400,000	ea.	\$0.14
	8.5"x14" (black & white scanning)	100,000	ea.	\$0.14
	8.5"x14" (color scanning)	100,000	ea.	\$0.14
2	Wide Format Documents: 11"x17" (black & white scanning)	100,000	ea,	\$0.14
	11"x17" (black & write scanning) 11"x17" (color scanning)	100,000	ea,	\$0.14
	17"x22" (black & white scanning)	25,000	ea.	\$1.30
	17"x22" (color scanning)	25,000	ea.	\$1.30
	22"x34" (black & white scanning)	20,000	ea.	\$1.30
	22"x34" (color scanning)	20,000	ea.	\$1.30
	24"x44" (black & white scanning)	50,000	ea.	\$1.30
	24"x44" (color scanning)	50,000	ea.	\$1.30
	24"x36" (black & white scanning)	100,000	ea.	\$1.30
	24"x36" (color scanning)	100,000	ea.	\$1.30
	30"x42" (black & white scanning)	30,000	ea.	\$1.30
	30"x42" (color scanning)	30,000	ea.	\$1.30
	30"x48" (black & white scanning)	20,000	ea.	\$1.30
	30"x48" (color scanning)	20,000	ea.	\$1.30
	36"x48" (black & white scanning)	20,000	ea.	\$1.30
	36"x48" (color scanning)	20,000	ea.	\$1.30

# **Contract Pricing**

Item	Description	Quantity	Unit	Unit Price
3	Librarian Services:	All files		
Task - 1 Task - 2		400	/hr.	\$ 63.55
	Task - 2	400	/hr.	\$ 50.00
	Task - 3	400	/hr.	\$ 28.50
	Task - 4	400	/hr.	\$ 28.50
4	Indexing Documents up to four fields:	1,750,000	files	\$ 0.10
5	OCR Requirements for Scanning:	1,750,000	files	\$ 0.01
6	Establishing Data Base File Structure for Project:	80	hours	\$ 50.00
7	Archiving Data (web base portal)	8	months	\$120.00
8	Archiving Data (external hard drive format, to include USB Keys and USB, external SATA drives) Provide total pricing for all estimated files in the Total Cost	1	terabyte	\$125.00
9	License Agreement if Applicable for Hosting the Data	All files	8 months	\$120.00
10	Other per PGCPS DCP	N/A		
11	Storage (provide total upload time and cost for storage)	30	Days	\$ 25.00
	PGCPS's Network (provide total upload time and cost)	100	Hours	\$ 50.00
	Primavera (provide total upload time and cost)	100	Hours	\$ 50.00
	Vendor's Web Based Portal (provide total upload time and cost)	100	Hours	\$ 50.00
	Contingency Allowance (to be reimbursed if unused)			\$ 10,000.00
	Negotiated Total Estimated Cost to Complete Project (including \$10,000 Contingency Allowance) Not to Exceed			\$615,647.50

Total Projected Number of Hours to Complete Librarian Services: 8,750

**Total Projected Number of Hours to Complete Project: 14,438** 

**Hourly Cost to Complete Project: \$42.64**