



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

Robert Johnson, Esq., Director

WB65:8 21 2017

NOTICE OF CONTRACT AWARD

February 14, 2017

Nova Electrical Contractors
16307 Alderwood Lane
Bowie, MD 20716
Telephone: 301.747.8338
Fax: 301.390.4828
Contact: Salah M. Riad
Email: sriad@getnova.com

Buyer: Donna Parks
Telephone: 301.952.6567
Fax: 301.952.6605
Email: donna.parks@pgcps.org

Subject: IFB: 014-17 - Replacement of Existing Switchgear and Boiler Room Panel boards at Ridgcrest Elementary School

Nova Electrical Contractors has been selected as the vendor to provide services in accordance with the above-mentioned IFB 014-17. 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 AIA Contract 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 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.

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 **\$185,950.00**

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 respondents accept 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 proposal document.

PERFORMANCE/PAYMENT BONDS

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 IFB 014-17 for all applicable terms and conditions.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. **Employees Having Direct Contact with Students:**

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPSS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. **Employees Do Not Have Direct Contact With Students:**

Employees of Consultant/Contractor who will be placed in a PGCPSS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. **Employment of Child Sex Offenders:**

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform

management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

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 014-17** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:


FOR THE BOARD OF EDUCATION:


SIGNATURE 02/14/17
DATE

Sal M. Riad
NAME

Owner
TITLE

Nova Electrical contractors LLC
FIRM


SIGNATURE 3/29/17
DATE

Robert Johnson, Esq.
NAME:

Director, Purchasing & Supply Services
TITLE

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

CONTRACT PRICING

Item Description	Contract Value
Base Bid: (in words	\$173,000.00
Contingency Allowance (included in above base bid as described in this IFB	\$10,000.00
Builders All Risk Insurance (included in above base bid)	\$7,500.00
Design Coordination, CD /Permit Fee, if applicable (included in above base bid)	\$8,900.00
General Conditions (included in above base bid)	\$3,500.00
Base Bid Total	\$173,000.00
ALTERNATES	
Alternate No. 1: Demolish existing and provide/install a new 225A 120/208V boiler room panelboard In the boiler room according to the drawings and specifications attached	\$5,250.00
Alternate No. 2: Demolish existing and provide/ install a new 125A 120/208V oil burner panelboard in the boiler room according to the drawings and specifications	\$2,850.00
Alternate No. 3: Demolish existing and provide/ install a new 225A 120/208V emergency panelboard in the boiler room according to the drawings and specifications	\$4,850.00
Alternates Total	\$12,950.00
Grand Total	\$185,950.00
C. COMPLETION DATE	
Design work shall commence: December 25, 2016	
The project completion date is August 1, 2017	