



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

NOTICE OF CONTRACT AWARD

December 21, 2018

Gannett Fleming
 7311 Rutherford Road
 Suite 300
 Baltimore, MD 21244
 Telephone: 443-348-2017 x 2990
 Email: bseip@gfnet.com

Buyer: Dariya Jackson
 Phone: 301.952.6726
 Fax: 301.952.6605
 Email: dariya.jackson@pgcps.org

RFQ DCP19-03

BAS 1-18-19

SUBJECT: FY 18 Tayac Elementary School – ~~IFB # DCP18-07~~ Univent Replacement, PSC No. 16.023.18 SR / AACPS Rider # 14CN -040 – Engineering Services

Gannett Fleming has been selected as the vendor to provide services in accordance with the quote dated October 12, 2018. 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 Gannett Fleming 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

~~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 IFB, 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.~~

BAS 1-18-19

CONTRACT TERM

The term of the contract will be from date of award to project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

\$386,000.00

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 Contract, ~~FD # DCP18-07~~, for all applicable terms and conditions.

RFQ DCP19-03

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 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 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 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. Vendor'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 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 Contract, ~~IFB # DCP18-07~~, for all applicable terms and conditions.


RFQ DCP19-03

M/S 1-19-19


ACCEPTED BY:


FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


SIGNATURE

1-18-19
DATE


SIGNATURE


NAME

Robert Johnson, Esq.
NAME:

Vice President
TITLE

Director, Purchasing & Supply Services
TITLE

Gannett Fleming Inc.
FIRM

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

Contract Pricing

RFQ DCP19-03

RAS 1-18-19

FY18 Tayac Elementary School - ~~IFB # DCP18-07~~ Univent Replacement, PSC No. 16.023.18 SR

Item Description	Proposed Fee
Design	
Schematic Design Phase (35%)	110,600.00
Design Development (75%)	79,000.00
Construction Documents and State Submission (95%)	47,400.00
Bidding Phase	9,480.00
Construction Administration and Close-Out Phase	69,500.00
Reimbursables	10,000.00
Total	\$326,000.00
Allowance: Third Party inspection services as required by DPIE	\$30,000.00
Allowance : Industrial Hygienist / Indoor air quality services	\$30,000.00
Total Contract Value	\$386,000.00

FEE PROPOSAL FEE PROPOSAL
Tayac HVAC Equipment Replacement PSC
16.023.18 SR

The submitting firm agrees to perform all A/E Services as outlined for this Total Fee. Construction Documents will be at least 95% complete and ready for approval submission by March 7, 2019.

Item Description	Proposed Fee
Design	
Schematic Design Phase (35%)	\$110,600.00
Design Development (75%)	\$79,000.00
Construction Documents and State Submission (95%)	\$47,400.00
Bidding Phase	\$9,480.00
Construction Administration and Close-Out Phase	\$69,500.00
Reimbursables	\$10,000.00
TOTAL FEE	\$326,000.00
Allowance No. 1: Peer review and/ or Third-Party services as required by DPIE	\$75,000.00
Allowance No. 2: Third Party inspection services as required by DPIE	\$30,000.00
Allowance No. 2: Industrial Hygienist/ Indoor air quality services	30,000.00

VENDOR NAME (print name)
 Gannett Fleming, Inc.

ADDRESS
 7311 Rutherford Road, Suite 300, Baltimore, MD 21244

SIGNATURE


PHONE # 443-348-2017 x2990

FAX # 410-298-3940

EMAIL ADDRESS

bseip@gfnet.com

DATE

10/12/2018