



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 19, 2017

Robert Winstead
VMDO Architects
200 E. Market Street
Charlottesville, VA 22902
Tel: 434.296.5684
Fax: 434.296.4496
Attn: Robert Winstead
Email: winstead@vmdo.com

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

SUBJECT: Q91884 A/E Services to Conduct Feasibility Study at Woodmore ES (Fairwood)

VMDO has been selected as the vendor to provide services in accordance with the above-mentioned **Q91884**. 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

\$53,565.00

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 **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

The successful respondents 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 proposal document.

PERFORMANCE/PAYMENT BONDS (N/A)

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 013-17** 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.

CONTRACT PRICING

Item Description	Pricing
Planning Phase	\$38,565.00
Architect	\$20,000.00 <i>\$15,000</i>
Civil	\$7,000.00
Structural	\$3,000.00
Mechanical/Electrical/Plumbing	\$8,000.00 <i>\$7,200</i>
Cost Est.	\$5,365.00
Direct Printing	\$1,000.00
Schematic Phase	
Design Development Phase	
Construction Document Phase	
Bidding	
Construction Phase	
Post Construction/Close-out	
SubTotal	\$38,565.00
Fees for Other Services as Needed for the Project:	
Boundary and Topographic Site Survey of Entire Site (Optional Costs)	
Building Rendering/3D Modeling	
Food Service Design	
Energy Conservation Modeling	
FSD/Tree Conservation/Wetlands (If Required)	
NRI Survey (If Required) Optional Costs	
Storm Water Management (If Required)	
Acoustic/Theatre/Audio Visual	
Fire Protection Engineer	
Educational Specification	
Feasibility Study	\$15,000.00
Geotechnical/Soil Borings/Report	
LEED/Building Commissioning (Fundamental and Enhanced - By Owner)	
LEED Design and Documentation	

Geothermal Consulting, Conductivity Drilling and Testing (LEED)	
Telephone/Communications/Security	
Permit Expedition	
Third Party Inspection Program (TPIP) By Owner	
On-Site Archaeological Survey of the entire site (Optional Costs)	
Off-Site Civil Engineering Services if needed	
LEED/Building Commissioning (Fundamental and Enhanced - By Owner)	
LEED Design and Documentation	
Geothermal Consulting, Conductivity Drilling and Testing (LEED)	
Telephone/Communications/Security	
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Third Party Inspection Program (TPIP) By Owner	
On-Site Archaeological Survey of the entire site (Optional Costs)	
Off-Site Civil Engineering Services if needed	
Total Contract Value	\$53,565.00