

PERFORMANCE WORK STATEMENT (PWS)
SUPPLY AND INSTALL SECURITY WINDOWS & TREATMENTS + DOORS
BAS MELECH PERFORMING ARTS CENTER, INC.

General: This is a Firm Fixed Price (FFP) contract for the supply and installation of windows, window security treatments, and security doors.

Bas Melech POC: Rivka Goldberg, Executive Director

Management & Administration (M&A) Consultant: Grant Guardians LLC (GG)

M&A POC: Josh Hirsh, Principal, Josh@GrantGuardians.com

Note: 2023 NSGP Grant funds have paid for this effort in part or in whole. All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency.

1.0 Project Description

1.1 Background: Bas Melech is a Jewish spiritual/ ideology based nonprofit community center with a mission to provide a safe and supportive exercise, dance, and movement space for boys and girls, ages 3-17, from diverse cultural backgrounds, differing physical/intellectual abilities, and socio-economic levels in and around Baltimore County and City. At Bas Melech, the students build their physical, mental, and emotional health through after-school and weekend multi-level classes in gymnastics, aerobics, parkour, kickboxing, kangoo jumping, yoga, as well as ballet, cheer, tap, jazz, and modern dance. They partner with multiple organizations to offer resources for special needs students with moderate to severe physical, mental, emotional, social, language and/ or sensory challenges, as well as students who are otherwise not naturally inclined towards physical activity.

1.2 Description of Services / Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to deliver the Contract Line-Item Numbers (CLINs) as defined in this PWS. The contractor shall meet the standards in this contract. Bas Melech of Baltimore reserves the right to make multiple partial awards to multiple vendors should Bas Melech determine, in its sole discretion, that multiple partial awards would be in Bas Melech best interest.

1.3 **Scope:** The scope of this effort includes the purchase and installation of windows with frames, window glass, glass security film, and polycarb sheets/deflectors as listed below.

1.4 **Period of Performance (PoP):** To be proposed by contractor. The PoP will be based on a detailed schedule submitted by the contractor, that includes major milestones prior to the start of work.

1.5 **Work Hours:** The installation, unless otherwise agreed upon by the parties, shall occur Monday-Thursday between the hours of 0800 and 1800 and Friday 0800-1200. Work may be performed on Sunday between the hours of 0900 and 1800. No work shall be completed on Saturdays.

1.6 **Safety:** The contractor shall be responsible for conducting the work in a manner that ensures the safety of Bas Melech employees, visitors, and the contractor's employees.

1.7 **Quality Assurance:** Grant Guardians, Bas Melech, and/or their representatives reserve the right to inspect equipment before installation, as well as the progress of the job at any stage in its performance. Should any quality defects be identified during these inspections, the contractor will be responsible for obtaining replacement equipment without defects. The contractor is responsible for any damage that occurs to the equipment as part of this process. Bas Melech and GG will determine that the project has been completed upon successful installation of all ballistic window films.

1.8. **Post Award / Periodic Progress Meetings:** The Contractor agrees to attend a post award conference convened by Bas Melech and GG, as well as periodic progress meetings as determined by Bas Melech and/or GG. Bas Melech or GG may meet periodically with the contractor to review the contractor's performance. During the progress of meetings, the contractor shall be responsible for tracking action items and timely reporting upon progress on those action items. The contractor shall address each action item at the progress meetings and shall resolve outstanding issues in accordance with directions from Bas Melech and GG. These meetings shall be at no additional cost to Bas Melech.

1.9 **Project Manager:** The contractor shall provide a project manager, designated in writing, who shall be responsible for the performance of the work and shall have full authority on all contract matters relating to execution of this contract. The project manager shall have company signatory authority.

1.10 **Personnel:** All contractor personnel shall possess the qualifications and certifications as required by the Original Equipment Manufacturer (OEM) to install, maintain, repair, and/or operate the equipment covered by this contract. Removal of contractor personnel shall not relieve the contractor from the responsibility of the work defined in the contract. The contractor shall provide these certifications to Bas Melech/GG before the commencement of work and will retain copies of the certifications at the work site throughout completion of the project.

1.11 **Modification to Contract: Any** work performed beyond this statement of work without written direction from Bas Melech/GG will be at the contractor's own risk and at no cost to Bas Melech. The inability of the contractor to procure the equipment and/or materials identified in their original proposal will be replaced in accordance with the statement of work requirements at the cost of the contractor.

1.12 **Stop Work:** At any time during the project, Bas Melech/GG reserves the right to stop work for the protection of employees, visitors, security, or any other reason at their discretion.

1.13 **Site Conditions:** The contractor is responsible for daily clean-up after finishing work. The contractor shall be liable for any damage caused to property during this project.

1.14 **Communication:** The contractor shall provide regular updates to Bas Melech and GG. Communicating potential risks to the job's technical requirements and schedule is of utmost importance. With increased risks and issues, communication frequency shall be adjusted accordingly (daily updates or multiple daily updates is not uncommon). The completion of the scope of the job while managing the grant's requirements and timeline is a team effort. As such, timely communication is vital.

2. **Definitions and Acronyms:**

Firm Fixed Price (FFP): a contract type where the price is not subject to any adjustment based on the contractor's cost experience in performing the contract. Examples include purchasing two laptops at a cost of \$500 each, resulting in a total order of \$1,000. Alternatively, a cell phone plan may charge a rate of \$0.20 per MB of data. This rate would be multiple MB used to determine the final price to the user.

M&A consultant: The Management and Administration (M&A) consultant is the individual or company hired to assist Bas Melech with oversight and management of the contract and/or grant

NLT: No later than

PoP: Period of Performance, the duration in which a contract is "alive"

CLIN: Contract Line Item Number

NSP- Not Separately Priced

3. Requirements

CLIN Number	Title	Description
0001	Operable Windows	10x operable windows shall be removed and replaced with metal framed windows with their encasement/framing. Additionally, these new windows shall have one-way reflective 8mil security film applied and properly anchored. The window openings are approximately 44.5" x 50.5". Security film shall be ANSI Z97.1 safety rated and clear in color.
0002	Option to buy: Non-operable Stand-alone Windows	10x non-operable windows that stand alone (not part of an entryway) shall have one-way reflective 8mil security film applied and properly anchored. The windows are approximately 45" x50".

0003	1x Non-Operable Stand-alone Window Replacement	1x non-operable window with an opening approximately 45"x50" is currently broken and requires replacement.
0004	Option to buy: Non-operable Stand-alone Window- Polycarb	The windows listed in CLIN 0002 shall have a 3/8" hard-coated polycarb sheet installed and properly anchored to the structure with tamper resistant bolts, and a window standoff of 8-12mm where practicable.
0005	Option to buy: Entryway Glass	Replace entryway glass (windows and door) for three (3) entryways. Glass shall have pre-applied one-way reflective 8mil security film, ANSI Z97.1 Safety Rated and clear in color. Entrances (door lite + side+ transom combined) have approximate opening of 61" x 90". Doors are approximately 36" x 78", Side is approximately 25.5" x 90", and transom is approximately 36" x 12".
0006	Impact Resistant Door	2x Exterior Impact Resistant Security Doors. The opening of the first is approximately 36" x 82.5". The second opening is approximately 32" x 79.25". See "CLIN 0006 Images" below. Doors shall be grey in color and should be similar to: https://doors4security.us/product/single-security-door/?a
0007	Warranty	NSP. Contractor to provide warranty information on materials and labor.
0008	Data Deliverables	NSP

The contractor is responsible for ensuring all work completed is to code and industry standards, pulling all permits, and passing all inspections.

Any damage done to the Bas Melech property or its visitors during the job shall be repaired to pre-construction condition without cost to Bas Melech or its visitors.





Rear



Rear



Rear



Rear

CLIN 0005 Images:



CLIN 0006 Images:



4. Evaluation of Proposals and Award

- 4.1. The award shall be based upon technical specifications of equipment, price, proposed schedule, and quality of workmanship verified by references.

5. Data Deliverables:

- 5.1. Incident/Injury reports shall be submitted no later than one (1) business day after each incident occurs. An incident report shall include all pertinent information about the injury, the events leading up to the injury, as well as information about the injury itself.

6. Penalties:

- 6.1 The contractually agreed upon schedule shall be held. Slippage from the schedule without a bilaterally executed modification to the agreement, or slippage that results in termination for default, shall incur a penalty of \$100 per business day. This fee shall be payable by the vendor to Bas Melech upon completion of the job or the termination of the contract.
- 6.2. A bilaterally executed modification extending the scheduled completion date shall establish a new baseline completion date and avoid the incurrence of penalties until the new date of completion.

7. Project/Job Reports:

- 7.1. Upon completion or termination of the job, a project/job report will be created, saved into Grant Guardians' system, and sent to the vendor.
- 7.2. If the vendor does not agree with a received rating, a request for adjustment will be considered when received within 14 days of the report's submission but is not guaranteed to result in the requested change.
- 7.3. Report change requests shall be accompanied by what the vendor believes should be the proper grade along with an explanation for the change.
- 7.4. Project/Job Reports are automatically included in past performance evaluations. All clients of Grant Guardians that are reviewing a proposal from the vendor (to include the vendor as a prior subcontractor) will be able to see past project/job reports for their review.

7.5. Warranty work/requests shall receive their own reports.

8. Clauses:

8.1 Clauses as listed in Attachment 1 shall apply.

8.2 Additional clauses may be added prior to award unilaterally. Other than clauses being added due to Government requirement or recommended, post award clause changes shall be bilateral modifications to the contract.

Attachments:

Attachment 1- Clause List for this effort

Attachment 2- Proposal Pricing Calculator