

**PERFORMANCE WORK STATEMENT (PWS)**  
**SUPPLY AND INSTALL OF UPGRADED GATES FOR**  
**BAIS MEDRASH OF RANCHLEIGH**

**General:** This is a Firm Fixed Price (FFP) contract for the supply and installation of (3) three pedestrian gates.

Bais Medrash of Ranchleigh POC: R. Abba Zvi Naiman

Bais Medrash of Ranchleigh Address: 6618 Deancroft Rd. Baltimore, MD 21209

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

M&A POC: Josh Hirsh, Principal, [Josh@GrantGuardians.com](mailto: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:** Bais Medrash of Ranchleigh is a Jewish spiritual/ ideology house of worship with a mission is organized to further, the fundamentals of Judaism, Jewish values and strengthen Jewish religious moral instruction and values and those institutions dedicated to the same purposes, and to conduct religious worship services in its house of study.

**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. Bais Medrash of Ranchleigh of Baltimore reserves the right to make multiple partial awards to multiple vendors should Bais Medrash of Ranchleigh determine, in its sole discretion, that multiple partial awards would be in Bais Medrash of Ranchleigh best interest.

**1.3 Scope:** The scope of this effort includes the purchase and installation of (3) three pedestrian gates with all associated locking hardware as follows:

### 1.3.1 Requirements

<b><u>CLIN Number</u></b>	<b><u>Title</u></b>	<b><u>Description</u></b>
0001	Pedestrian Gates	<p>(2) two pedestrian gates to match existing fencing. All gates to have robust hinges and durable latching mechanisms, installed on secured posts.</p> <p>All locks to be weather-resistant and include a combination handle.</p> <p>Gate shall meet ASTM F2008 standards for security gates and be installed level, functional, and free of defects.</p> <p>Other concepts for improving gate security shall be considered.</p> <p>All proposals shall include a minimum of one example image of the concept being proposed with an explanation of the mechanism.</p> <p>The associated gates are represented in Figures 2 and 3.</p>
0002	Option To Buy- Pedestrian Gates	<p>(1) one pedestrian gates to match existing fencing. All gates to have robust hinges and durable latching mechanisms, installed on secured posts.</p> <p>All locks to be weather-resistant and include a combination handle.</p> <p>Gate shall meet ASTM F2008 standards for security gates and be installed level, functional, and free of defects.</p> <p>Concept being proposed shall match that of CLIN 0001.</p> <p>The associated gate is represented in Figure 4.</p>
0003	Warranty	NSP. Contractor to provide warranty information on materials and labor.
0004	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 Bais Medrash of Ranchleigh property or its visitors during the job shall be repaired to pre-construction condition without cost to Bais Medrash of Ranchleigh or its visitors.



Figure 1- Aerial view of property with marked gate locations.





Figure 2- Opening ~4'4"w, current gate ~4'2"w. Height 5ft.

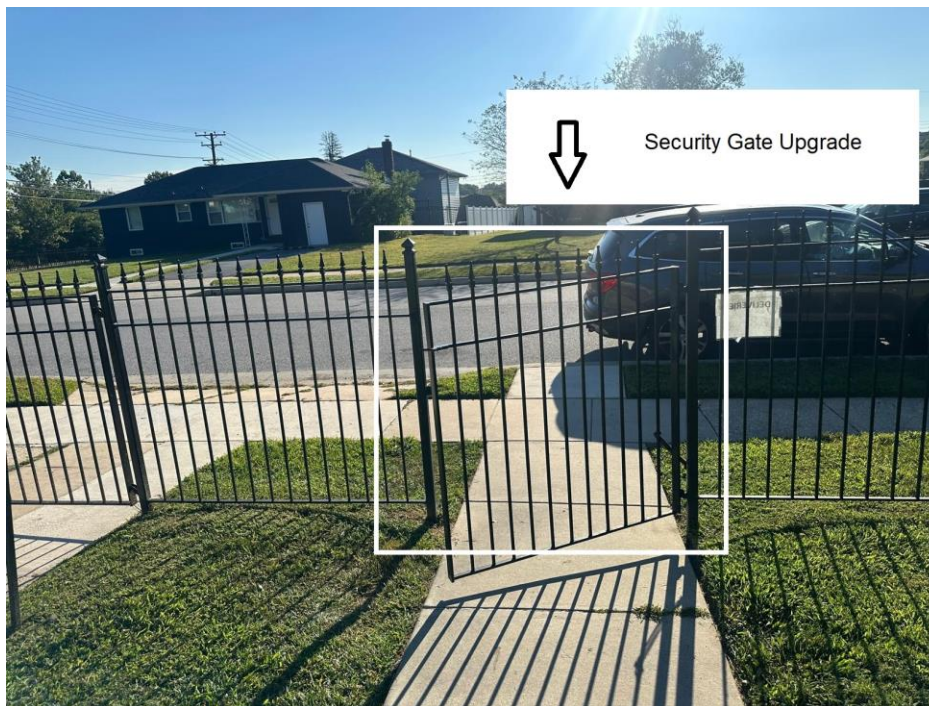


Figure 3- Opening ~4'4.5"w, current gate ~ 4'2"w. Height 5ft.





Figure 4- Opening ~3'4", current gate ~ 3'1.5". Height 5ft.

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 Bais Medrash of Ranchleigh employees, visitors, and the contractor's employees.

1.7 **Quality Assurance:** Grant Guardians, Bais Medrash of Ranchleigh, 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. Bais Medrash of Ranchleigh 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 Bais Medrash of Ranchleigh and GG, as well as periodic progress meetings as determined by Bais Medrash of Ranchleigh and/or GG. Bais Medrash of Ranchleigh 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 Bais Medrash of Ranchleigh and GG. These meetings shall be at no additional cost to Bais Medrash of Ranchleigh.

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 Bais Medrash of Ranchleigh/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 Bais Medrash of Ranchleigh/GG will be at the contractor's own risk and at no cost to Bais Medrash of Ranchleigh. 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, Bais Medrash of Ranchleigh/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 Bais Medrash of Ranchleigh 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 Bais Medrash of Ranchleigh 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. Evaluation of Proposals and Award**

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

### **4. Data Deliverables:**

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.

### **5. Penalties:**

- 5.1 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 Bais Medrash of Ranchleigh upon completion of the job or the termination of the contract.
- 5.2. 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.

### **6. Project/Job Reports:**

- 6.1. Upon completion or termination of the job, a project/job report will be created, saved into Grant Guardians' system, and sent to the vendor.
- 6.2. 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.
- 6.3. Report change requests shall be accompanied by what the vendor believes should be the proper grade along with an explanation for the change.
- 6.4. 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.



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

**7. Clauses:**

7.1 Clauses as listed in Attachment 1 shall apply.

7.2 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