



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF AWARD

November 10, 2022

KUTAK ROCK, LLP
1625 Eye Street, NW Suite 800
Washington, DC 20006
Tel No.: 202.828.2470
Contact Name: Hilary Jackler
Email: Hilary.jackler@kutakrock.com

Buyer: Donna Parks/DF
Telephone: 301.952.6560
Email: Donna.Parks@pgcps.org

SUBJECT: RFP PUR-001-23 ACF Legal Services

Kutak Rock, LLP has been selected as the vendor to provide services in accordance with the above-mentioned **RFP PUR-001-23 ACF Legal Services**. 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 Prince George's County Public Schools before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board 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.

Until this Notice of Award is fully executed **AND** a **Notice to Proceed (NTP) is issued by the Department of Purchasing and Supply**, authorization for mobilization or commencement of work is forbidden.

Please sign and date the NOA in Adobe Sign. Your firm's current Certificate of Liability Insurance, Payment and Performance Bonds (if applicable) should be mailed to the Office of Purchasing and Supply Services within **five (5)** business days of receipt of this notice. The Certificate of Liability Insurance, and if applicable, Payment and Performance Bonds shall be made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland and provide proof that the coverage has been paid.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically. The electronic file will serve as the official executed Notice of Award.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$0 made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND, 20772-9983** must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN FIVE (5) DAYS. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with **PUR RFP 001-23 ACF Legal Services** is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT

Contract Total All Inclusive Maximum Price Per Year	\$1,370,000.00
See Contract Pricing - All Inclusive Maximum Price for Base Year 1-3	\$4,110,000.00

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO COMMENCE DELIVERIES at this time. Commence service/work only after receipt of a fully executed Notice of Award and a Purchase Order.

CONTRACT TERM

The term of the contract will be from **November 15, 2022 through November 30, 2025**.

OPTION TO RENEW CONTRACT

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of the renewal shall not exceed four **(4) additional (1) year periods**.

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 solicitation.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. 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. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

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 SafeSchools 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 involving PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administration 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 SafeSchools.
- 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.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.

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 neglecter following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

CRIMINAL BACKGROUND CHECKS

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 PGCPs 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. PGCPs representative/project manager

C. Executed task orders related to this contract will not be issued by the PGCPs Purchasing Department until proof has been provided that the background check and training requirements have been completed.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

LAWS AND PERMITS

The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

This notice of award and all documents associated with the solicitation will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **RFP PUR-001-23 ACF Legal Services** for applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


Hilary Jackler (Nov 18, 2022 11:31 EST)

 SIGNATURE DATE


keith.stewart@pgcps.org keith.stewart@pgcps.org (Nov 18, 2022 12:34 EST)

 SIGNATURE DATE

Hilary Jackler

NAME

Keith Stewart

NAME:

Vice Chair

TITLE

Director, Purchasing & Supply Services

TITLE

Kutak Rock LLP

FIRM

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

Contract Pricing

Consultants	Hours	Standard Hourly Rates	Discounted Hourly Rates	Total
Partners	1,000	\$560 - \$710*	\$ 525.00	\$ 525,000.00
Associates	2,000	\$360 - \$420*	\$ 340.00	\$ 680,000.00
Paralegal	1,000	\$210 - \$290*	\$ 165.00	\$ 165,000.00
Staff	500	Varies*	\$ -	\$ -
Total all-inclusive maximum price per year				\$ 1,370,000.00
Total all- inclusive maximum price for Base Years 1-3				\$ 4,110,000.00
Option Year 1				
Consultants	Hours	Standard Hourly Rates	Discounted Hourly Rates	Total
Partners	1,000	\$588 - \$745**	\$ 540.00	\$ 540,000.00
Associates	2,000	\$378 - \$441**	\$ 350.00	\$ 700,000.00
Paralegal	1,000	\$221 - \$305**	\$ 170.00	\$ 170,000.00
Staff	500	Varies*	\$ -	\$ -
Total all-inclusive maximum price for Option Year 1				\$ 1,410,000.00

Option Year 2				
Consultants	Hours	Standard Hourly Rates	Discounted Hourly Rates	Total
Partners	1,000	\$617 - \$782**	\$ 555.00	\$ 555,000.00
Associates	2,000	\$397 - \$463**	\$ 360.00	\$ 720,000.00
Paralegal	1,000	\$232 - \$320**	\$ 175.00	\$ 175,000.00
Staff	500	Varies*	\$ -	\$ -
Total all-inclusive maximum price for Option Year 2				\$ 1,450,000.00
Option Year 3				
Consultants	Hours	Standard Hourly Rates	Discounted Hourly Rates	Total
Partners	1,000	\$648 - \$821**	\$ 570.00	\$ 570,000.00
Associates	2,000	\$417 - \$486**	\$ 370.00	\$ 740,000.00
Paralegal	1,000	\$244 - \$336**	\$ 180.00	\$ 180,000.00
Staff	500	Varies*	\$ -	\$ -
Total all-inclusive maximum price for Option Year 3				\$ 1,490,000.00
Option Year 4				
Consultants	Hours	Standard Hourly Rates	Discounted Hourly Rates	Total
Partners	1,000	\$682 - \$862**	\$ 585.00	\$ 585,000.00
Associates	2,000	\$438 - \$510**	\$ 380.00	\$ 760,000.00
Paralegal	1,000	\$256 - \$353**	\$ 185.00	\$ 185,000.00
Staff	500	Varies*	\$ -	\$ -
Total all-inclusive maximum price for Option Year 4				\$ 1,530,000.00

*Kutak Rock internally sets standard hourly rates by individual timekeeper rather than by job title. The range represented reflects the standard hourly national rates for members of the DC office referenced in the proposal.

**Kutak Rock has not yet set its standard hourly rates for 2023 or beyond. For purposes of simplicity in the proposal, we have presumed a 5% increase each year in our standard hourly rates; however, we expect this to be higher in reality based on our expenses rising in excess of this percentage.