



Robert Johnson, Esq. Director

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

NOTICE OF CONTRACT AWARD

June 19, 2018

Posner Industries
8641 Edgeworth Dr
Capitol Heights, MD 20743
Telephone: 301.350.1000
Contact Email: alan.farr@posners.com

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

SUBJECT: IFB 013-18 – Miscellaneous Steel and Aluminum

Posner Industries has been selected as the vendor to provide services in accordance with the above-mentioned IFB. 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 Posner Industries and 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.

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **June 1, 2018 –May 31, 2021.**

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 renewal shall not exceed two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

* See contract pricing page 5

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 **IFB 013-18** for all applicable terms and conditions.

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 PGCPSS property or engaging in any authorized activities involved PGCPSS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPSS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPSS 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 PGCPSS 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. **Page 2**

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 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. 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 with 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. Vendors' 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 the **IFB 013-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature] 8/29/18
SIGNATURE DATE

Alan H. Farr
NAME

Chief Revenue Officer
TITLE

Posner Industries Inc.
FIRM

[Redacted Signature] 9/11/18
SIGNATURE DATE

Robert Johnson
NAME:

Director, Purchasing & Supply Services
TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772-998

Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
1	1" x 1/4" x 1" angle iron (20 lin. ft. lgth.)	lin. ft.	5	\$11.66	\$58.30
2	3" x 3" x 3/16" angle iron (20 lin. ft. lgth.)	lin. ft.	5	\$41.24	\$206.20
3	1" x 1" x 1/8" angle iron (20 lin. ft. lgth.)	lin. ft.	2	\$10.00	\$20.00
4	1-1/4" x 1-1/4" x 1/8" angle iron (20 lin. ft. lgth.)	lin. ft.	30	\$12.29	\$368.70
5	1-1/2" x 1-1/2" x 1/8" angle iron (20 lin. ft. lgth.)	lin. ft.	15	\$14.12	\$211.80
6	3" x 3" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	5	\$55.00	\$275.00
8	2" x 2" x 1/8" angle iron (20 lin. ft. lgth.)	lin. ft.	15	\$20.00	\$300.00
9	1-1/4" x 1-1/4" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	5	\$23.34	\$116.70
10	1-1/2" x 1-1/2" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	15	\$26.67	\$400.05
11	2" x 2" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	15	\$36.67	\$550.05
12	2-1/2" x 2-1/2" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	15	\$45.00	\$675.00
13	4" x 4" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	10	\$76.67	\$766.70
14	3" x 3" x 1/4" angle iron (20 lin. ft. lgth.)	lin. ft.	10	\$49.94	\$499.40
Total Group 1					\$4,447.90
Group 2					
15	1" x 1/8" flat steel 1-1/2" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$6.17	\$61.70
16	1" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$9.40	\$94.00
17	1-1/2" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$9.72	\$97.20
18	3" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$14.32	\$143.20
19	4" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$26.97	\$269.70
20	6" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$34.93	\$349.30
21	7" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$54.57	\$272.85
22	(20 lin. ft. lgth.)	lin. ft.	5	\$125.00	\$625.00

Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
Group 2 Continued					
23	8" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$87.70	\$438.50
24	2"x1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$19.75	\$197.50
25	1-1/4" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	10	\$13.94	\$139.40
26	2-1/2" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$26.67	\$133.35
27	5" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$59.00	\$295.00
28	9" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$225.00	\$1,125.00
29	10" x 1/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$127.00	\$635.00
30	2" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$12.50	\$62.50
31	2-1/2" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$25.00	\$125.00
32	3" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$26.00	\$130.00
33	4" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$27.00	\$135.00
34	5" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$41.00	\$205.00
35	6" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$42.00	\$210.00
36	1-1/4" x 1/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$8.34	\$41.70
37	3" x 5/8" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$99.17	\$495.85
38	3" x 3/4" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$106.00	\$530.00
39	3" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$55.39	\$276.95
40	2" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$36.00	\$180.00
41	1-1/2" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$31.67	\$158.35
42	2-1/2" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$46.67	\$233.35
43	1" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$20.57	\$102.85
44	1-1/4" x 1/2" flat steel (20 lin. ft. lgth.)	lin. ft.	5	\$41.09	\$205.45
Total Group 2					\$7,968.70

Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
Group 3					
45	4' x 8' x 1/2" steel plate	lin. ft.	5	\$331.00	\$1,655.00
46	4' x 8' x 5/8" steel plate	lin. ft.	2	\$753.85	\$1,507.70
47	4' x 8' x 3/4" steel plate	lin. ft.	2	\$650.00	\$1,300.00
48	4' x 8' x 1/8" steel plate	lin. ft.	5	\$99.00	\$495.00
49	4' x 8' x 1/4" steel plate	lin. ft.	5	\$189.00	\$945.00
50	4' x 8' x 3/8" steel plate	lin. ft.	2	\$256.00	\$512.00
51	4' x 8' x 1/4" diamond plate	lin. ft.	5	\$224.00	\$1,120.00
52	4' x 8' x 1/8" diamond plate	lin. ft.	5	\$124.00	\$620.00
Total Group 3					\$8,154.70
Group 4					
53	1" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	1	\$31.00	\$31.00
54	1-1/4" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	5	\$42.00	\$210.00
55	1-1/2" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	5	\$52.00	\$260.00
56	2-1/2" steel pipe, untested (21 lin. ft. lgth.)	lin. ft.	5	\$110.00	\$550.00
57	2" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	2	\$69.00	\$138.00
58	1/2" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	5	\$21.00	\$105.00
59	3/4" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	4	\$24.00	\$96.00
60	4" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	3	\$195.00	\$585.00
61	3" black pipe, untested (21 lin. ft. lgth.)	lin. ft.	5	\$160.00	\$800.00
Total Group 4					\$2,775.00
Group 5					
62	1" x 1/8" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	20	\$7.00	\$140.00
63	1-1/4" x 1/8" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	20	\$8.40	\$168.00
64	1-1/2" x 1/8" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	5	\$9.50	\$47.50
65	2" x 1/8" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	10	\$13.00	\$130.00
66	1" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	10	\$15.50	\$155.00
67	1-1/4" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	20	\$22.00	\$440.00
69	2" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	6	\$26.00	\$156.00

Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
Group 5 Continued					
70	3" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	5	\$32.00	\$160.00
71	2-1/4" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. Ft. lgth.)	lin. ft.	5	No Bid (Non Stock)	
					\$0.00
73	4" x 1/4" flat aluminum, 6061 or 6063 alloy (12 lin. ft. lgth.)	lin. ft.	5	\$52.00	\$260.00
74	1" x 1" x 1/4" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	5	\$32.00	\$160.00
75	1-1/4" x 1-1/4" x 1/4" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	5	\$40.00	\$200.00
76	1-1/2" x 1-1/2" x 1/4" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	5	\$42.00	\$210.00
77	2" x 2" x 1/4" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	5	\$54.00	\$270.00
78	1" x 1" x 1/8" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	5	\$14.00	\$70.00
79	1-1/4" x 1-1/4" x 1/8" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	40	\$19.00	\$760.00
80	1-1/2" x 1-1/2" x 1/8" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	2	\$27.00	\$54.00
81	2" x 2" x 1/8" aluminum angle, 6061 or 6063 alloy (25 lin. ft. lgth.)	lin. ft.	2	\$32.00	\$64.00
82	1" aluminum tubing 1/8" thick, 6061 or 6063 alloy (21' 1" square lgth.)	lin. ft.	5	\$37.00	\$185.00
83	1-1/4" aluminum tubing 1/8" thick, 6061 or 6063 alloy (21' 1" square lgth.)	lin. ft.	40	\$42.00	\$1,680.00
84	1-1/2" aluminum tubing 1/8" thick, 6061 or 6063 alloy (21' 1" square lgth.)	lin. ft.	5	\$65.00	\$325.00
Total Group 5					\$5,634.50
Group 6					
85	1/4" cold rolled round 20'	lin. ft.	2	\$10.00	\$20.00
86	3/8" cold rolled round 20'	lin. ft.	2	\$12.00	\$24.00
87	1/2" cold rolled round 20'	lin. ft.	4	\$18.00	\$72.00
88	5/8" cold rolled round 20'	lin. ft.	2	\$32.00	\$64.00
90	3/4" cold rolled round 20'	lin. ft.	2	\$55.00	\$110.00
91	1" cold rolled round 20'	lin. ft.	5	\$80.00	\$400.00
Total Group 6					\$830.00
Group 7					
92	.090 mill aluminum 48" x 96"	sheet	25	\$85.00	\$2,125.00
93	.060 mill aluminum 48" x 96"	sheet	25	\$49.00	\$1,225.00
94	.040 mill aluminum 48" x 96"	sheet	25	\$49.00	\$1,225.00
95	.032 mill aluminum 48" x 96"	sheet	25	\$48.00	\$1,152.00
96	.040 white aluminum 48" x 96"	sheet	25	\$99.00	\$2,475.00
97	.040 brown aluminum 48" x 96"	sheet	25	\$139.00	\$3,475.00
Total Group 7					\$11,677.00

Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
Group 8					
98	18-gauge galvanized 48" x 96"	sheet	10	\$69.00	\$690.00
99	22-gauge galvanized 48" x 96"	sheet	10	\$49.00	\$490.00
100	24-gauge galvanized 48" x 96"	sheet	25	\$46.00	\$1,150.00
101	26-gauge galvanized 48" x 96"	sheet	30	\$42.00	\$1,260.00
102	13-gauge expanding metal 1/2"	sheet	15	\$58.00	\$870.00
	flat openings 48" x 96"	sheet			
103	22-gauge mosaic pattern perforated metal, 48" x 96" 40% open area	sheet	15	No Bid (Non Stock)	
104	9-gauge expanding metal 3/4" opening flat	sheet	10	\$59.00	\$590.00
105	9-gauge expanding metal 3/4" opening raised	sheet	10	\$59.00	\$590.00
Total Group 8					\$5,640.00
Item Number	Item Description	Unit of Measure	Qty.	Unit Price	Extended
Group 9					
107	26-gauge stainless 48" x 96"	sheet	1	No Bid (Non Stock)	
108	24-gauge stainless 48" x 96"	sheet	10	\$98.00	\$980.00
109	22-gauge stainless 48" x 96"	sheet	5	\$118.00	\$590.00
110	18-gauge stainless 48" x 96"	sheet	5	\$157.00	\$785.00
111	2" x 1/4" square tubing (24 lin. ft. lgth.)	sheet	2	\$103.00	\$206.00
112	1/2" square tubing steel 1/16" (24 lin. ft. lgth.)	lin. ft.	2	\$12.00	\$24.00
114	1" square tubing steel 1/8" (24 lin. ft. lgth.)	lin. ft.	2	\$39.00	\$78.00
115	1-1/4" square tubing steel 1/8" (24 lin. ft. lgth.)	lin. ft.	25	\$35.00	\$875.00
116	1-1/2 square tubing steel 1/8" (20 lin. ft. lgth.)	lin. ft.	5	\$47.00	\$235.00
117	2" square tubing steel 1/8" (24 lin. ft. lgth.)	lin. ft.	5	\$61.00	\$305.00
118	2-1/4" square tubing steel 1/8" (20 lin. ft. lgth.)	lin. ft.	5	No Bid (Size not available)	
119	2-1/2" square tubing steel 1/8" (20 lin. ft. lgth.)	lin. ft.	5	\$78.00	\$390.00
120	1" square tubing steel 1/4" (20 lin. ft. lgth.)	lin. ft.	5	No Bid (Size not available)	
121	1-1/4" square tubing steel 1/4" (24 lin. ft. lgth.)	lin. ft.	5	No Bid (Size not available)	
122	1-1/2" square tubing steel 1/4" (24 lin. ft. lgth.)	lin. ft.	5	\$80.00	\$400.00
123	2-1/4" square tubing steel 1/4" (20 lin. ft. lgth.)	lin. ft.	5	No Bid (Size not available)	
124	2-1/2" square tubing steel 1/4" (20 lin. ft. lgth.)	lin. ft.	5	\$137.00	\$685.00