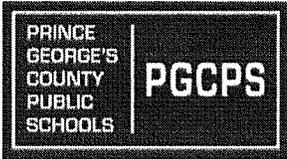


NOTICE OF CONTRACT AWARD  
IFB 067-14

PAGE 1



Office of Purchasing and Supply Services  
Facilities Administration Building (FAB)  
13300 Old Marlboro Pike, Room 20  
Upper Marlboro, MD 20772

301-952-6560 Fax: 301-952-6504

*Brenda Allen, Director*

NOTICE OF CONTRACT AWARD

**June 11, 2014**

Maurice Electric Supply LLC  
500 Penn Street, N.E  
Washington, DC 20002  
Phone: 202-675-9469  
Fax: 860-541-7168  
Attn: Francis Caravelli  
Contact Email: [Renee.Walker@mauriceelectric.com](mailto:Renee.Walker@mauriceelectric.com)

Buyer: Diane Forde  
Phone: 301-952-6607  
Fax: 301-952-6605  
Email: [diane.forde@pgcps.org](mailto:diane.forde@pgcps.org)

SUBJECT: IFB: #067-14 - Furnishing and Delivering Electrical Materials and Parts

Attn: Francis Caravelli,

Maurice Electric Supply LLC 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 Maurice Electric Supply LLC 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 fifteen (15) 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.

This notice of award, bid documents terms and/or attachments and any conditions and instructions will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to the bid for all applicable terms and conditions.

**CONTRACT AWARD ESTIMATED AMOUNT**

The estimated amount of award is **\$52,697.55**

**INITIAL CONTRACT TERM**

The initial term of the contract will be date of award until completion as specified in the bid documents. **All prices must be submitted per F.O.B. destination only unless otherwise specified herein.**

**OPTION TO RENEW CONTRACT (N/A)**

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.

**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 of Award signed by the Purchasing Agent and a Notice to Proceed issued by the Department of Capital Programs.

**INSURANCE**

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 contract award **WITHIN FIFTEEN (15) DAYS**. The Certificate should reference the BID 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.

**PERFORMANCE/PAYMENT BOND**

**When required** the successful Respondents shall submit a performance or payment bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, 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 FIFTEEN (15) DAYS**.

The bond, cashier's or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983**.

**FINGERPRINT AND BACKGROUND CHECKS**

Pursuant to BOARD Administrative Procedure 4215, all Independent Contractors and Outsourced Agencies and their employees who will be on BOARD property and will or may have contact with students, **MUST** have a fingerprint and background check provided by the BOARD at the contractor's expense. The contractor will be responsible to call the Fingerprinting Office at 301-952-6775 to schedule an appointment.

**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.

**TAXES**

Respondents shall assume full responsibility for payment of any and all taxes which may be construed by law authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE'S

COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY safe and harmless from any liability for said taxes.

Responses to the proposal submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). The cost of any taxes (operational and/cost of doing business) that are lawfully due and paid by the contractor may be passed on to the Board of Education as part of the overall cost.

The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland which provides that the Retail Sales Tax shall not apply to the following Sales:

State Sales - "Sales to the State of Maryland or any of its political subdivisions. Provided that this sub-section shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for solicitation after July 1, 1968."

The Board of Education of Prince George's County Tax Exemption Certificate will be provided upon request.

**INSPECTION AND ACCEPTANCE**

Inspection and acceptance of materials or supplies will be made after delivery at specified destinations unless otherwise stated. The Board will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made in a reasonable time, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Board for such materials or supplies as are not in accordance with the specifications.

**CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD. **Please Note: ALL OVERTIME MUST BE APPROVED IN ADVANCE**

**INVOICES**

Invoices must be submitted in QUADRUPPLICATE, ACCOMPANIED BY A SIGNED DELIVERY TICKET, TO THE ACCOUNTS PAYABLE DEPARTMENT, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, 14201 SCHOOL LANE, ROOM 130, UPPER MARLBORO, MARYLAND 20772-9983, attention Rita Mack-Woods and contain the following minimal information:

- Purchase order number
- Request for Proposal number
- Delivery destinations as it appears on the purchase document
- Quantity, item number, and description of item billed
- Unit price and extended price of item
- Total amount of invoice
- Serial number of each item.

**GUARANTEES & WARRANTIES**

All guarantees and warranties required shall be furnished by the successful vendor and shall be delivered to the Purchasing department before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

**PAYMENT**

Payment will be made upon receipt of proper invoices. Payment shall be NET 30 days from date of receipt of invoice.

**DAMAGES OR INJURY**

Qualifying contractors will be held pecuniary responsible for any and all damage to BOARD property done or caused by them or their employees or other personnel engaged in the execution of the contract.

The contractor shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence.

The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.

The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

**TERMINATION FOR CONVENIENCE**

This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**TERMINATION FOR DEFAULT**

The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:

If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or will fully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.

**INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Respondent to the Board, unless such infringement or claim results from the Respondent following written instruction or directions of The BOARD. Respondent shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Respondent shall defend or settle, at Respondent's own expense, any action or suit for which Respondent is responsible hereunder. The Board shall notify

Respondent promptly of any claim or infringement for which Respondent is responsible and shall cooperate with Respondent in every way to facilitate the defense of any such claim.

**NON-DISCRIMINATION**

The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

**RIGHT TO DATA**

All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

**RIGHT TO AUDIT**

The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services is finalized under this Agreement.

**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.

**RESTRICTIONS**

Potential contractors/vendors of the Board of Education of Prince George's County Schools are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property: "A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both."

Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Board of Education of Prince George's County determines that a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

**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.

The contractor may not assign or transfer this contract any interest herein or any claim hereunder, except as expressly authorized in writing by the Director.

No officer or employee of the Board of Education Prince George's County Public Schools, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will received subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Board, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Board received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Board in connection with this contract, job, work, or service for the Board, excepting, however, the receipt of dividends on corporation stock.

ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**

McKeldin D. Smith                      6-18-14  
SIGNATURE                                      DATE

Brenda Allen 6/24/14  
SIGNATURE                                      DATE

McKeldin D. Smith  
NAME

Brenda Allen  
NAME:

COO, MAURICE, LLC  
TITLE

Director, Purchasing & Supply Services  
TITLE:

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

**Contract Pricing**

Item No	Description				Maurice Electric Supply LLC	Maurice Electric Supply LLC
<b>Group 3 – Raceway and Related Fittings</b>		Oracle Number	Unit	Est Usage	Unit Price	Extended Price
64	Elbow, Internal, Wiremold V5717A	(5975-0256)	Each	10	\$2.22	\$22.20
71	Kindorf Channel 905 Deep 10ft length	(5975-2364)	Each	200	\$1.98	\$396.00
72	Kindorf Channel 907 Shallow 10ft length	(5975-2354)	Each	200	\$1.38	\$276.00
<b>GROUP 4 - CONDUITS (EMT, RIGID, &amp; FLEX), RELATED FITTINGS, AND ACCESSORIES</b>						
87	Conduit, Rigid Steel, 1/2", galvanized, heavy-walled, (10 lin. ft. lgths.), Rigid type ONLY, Allied brand or equal	(5975-2360)	Lgth	50	\$0.664	\$33.20
110	Connector, Liquid-tight conduit, 45°, 1/2", Bridgeport 450LT1, Leeco or equal	(5975-0342)	Each	20	\$1.70	\$34.00
122	Channel, 14 gauge, (for hanging conduit), with 17/32" holes on 1-1/2" centers, (10 lin. ft. lgths.), Kindorf B907 ONLY	(5975-2354)	Lgth	150	\$1.39	\$208.50
134	Hanger, Conduit, 1", Steel City 6HO-B-1, Sepco 12CS or equal	(5975-0525)	Each	50	\$0.24	\$12.00
135	Hanger, Conduit, 1-1/4", Steel City 6HO-B-1/4, Sepco 13CS or equal	(5975-0526)	Each	100	\$0.30	\$0.00
166	Beam Clamp, Caddy #8-12M-2-4	(5975-0514)	Each	100	\$0.91	\$91.00
173	Condulet LL 17 1/2"	(5975-1261)	Each	50	\$1.84	\$92.00
175	Condulet LR 17 1/2"	(5975-1253)	Each	50	\$1.84	\$92.00
193	Coupling, Threadless HW 1-1/4"	(5975-0357)	Each	50	\$4.15	\$207.50
<b>GROUP 5 - ELECTRICAL BOXES, COVERS, AND RELATED ACCESSORIES</b>						
248	Box, Switch, 3" H x 2" W x 3-1/2" D, gangable, with BX Armored Cable Clamps, Raco 604	(5975-5101)	Each	10	\$1.90	\$19.00
250	Box, Outlet, easy access ground, Mulberry 30584 or equal	(5975-0955)	Each	25	\$0.68	\$17.00
288	Box, Condulet FS 1/2 Hub	(5975-1330)	Each	50	\$0.92	\$46.00
293	Box, New Work 1-1/2 Deep w/Clamps	(5975-0957)	Each	50	\$1.43	\$71.50
299	Pull Box 12 x 12 x 4 W/P	(5975-0712)	Each	50	\$15.65	\$782.50
314	Cover, Single Receptacle Utility 68C5	(5975-0964)	Each	20	\$0.31	\$6.20
<b>GROUP 6 - WIRING DEVICES</b>						
357	Cord, Dryer, 30A 125/250V 3P 4W 4F	(6150-0026)	Each	10	\$7.11	\$71.10
358	Cord, Range, 50A 125/250V 3P 4W 4F	(6150-0236)	Each	10	\$7.11	\$71.10

NOTICE OF CONTRACT AWARD  
IFB 067-14

373	Switch, Pushbutton Edwards #852	(5930-0603)	Each	10	\$0.56	\$5.60
<b>GROUP 7 - SWITCHES, BREAKERS, LOAD CENTERS AND CONTROLS. (NO SUBSTITUTIONS WILL BE ALLOWED ON SQUARE D ITEMS)</b>						
<b>GROUP 8 - MISC. THERMOSTAT AND TEST EQUIPMENT ACCESSORIES CLOCKS, AND ELECTRICAL SERVICING AIDS</b>						
485	Cover, Thermostat, Clear, Kenall "Thermogard" TG-2 ONLY	(5975-1912)	Each	5	\$22.63	\$113.15
<b>GRAND TOTAL</b>		<b>\$2,697.55</b>				
<b>GROUP 10 – Percentage Off</b>						
567	Advance Ballasts and Accessories					0%
568	Allen Bradley Controls and Accessories					0%
569	American Electric Outdoor Lighting Fixtures and Accessories					0%
570	Amprobe Test Equipment and Accessories					0%
571	Arrow Hart Wiring Devices					0%
572	Asco Controls and Accessories					0%
573	Bryant Distribution Equipment. (Safety Switches, etc.)					0%
574	Bryant Wiring Devices					0%
575	Challenger (Federal Pacific) Distribution Equipment					0%
576	Crouse-Hinds Lighting Fixtures and Accessories					56%
577	Daybrite Lighting Fixtures and Accessories					0%
578	Dual-Lite Emergency Lighting Units and Accessories					0%
579	Ellenco Fire Alarm Parts and Accessories					0%
580	Exide Emergency Light Units and Accessories					0%
581	Furnas Controls and Accessories					0%
582	General Electric Fixture Accessories (Replacement Glass)					0%
583	General Electric Breakers and Accessories					0%
584	Holophane Fixtures and Accessories					0%
585	Hubbell Lighting Fixtures and Accessories					66%
586	Hubbell Wiring Devices					0%
587	Ideal Industries Electrical Servicing Aids					0%
588	ITE Breakers and Accessories					56%
589	ITT Art Metal Exit Lights and Accessories					50%
590	ITT Landmark Lighting Fixtures and Accessories					0%
591	Kenall Lighting Fixtures and Accessories					0%
592	Kindorf (General Line)					56%
593	Leviton Wiring Devices and Accessories					63%
594	Lightolier Lighting Fixtures and Accessories					0%
595	Lithonia Lighting Fixtures and Accessories					0%
596	Mobern Lighting Fixtures and Accessories					0%
597	Onan Generator Repair Parts					0%
598	Panduit Electrical Duct and Accessories					0%
599	Perfectlite Lighting Fixtures and Accessories					0%

NOTICE OF CONTRACT AWARD  
IFB 067-14

600	Prescolite Lighting Fixtures and Accessories	0%
601	Sim-Kar Lighting Fixtures and Accessories	0%
602	Simplex Fire Alarm Systems Parts and Accessories	0%
603	Square D - General Line	0%
604	Stonco Lighting Fixtures and Accessories	0%
605	Tork Time Controls and Accessories	0%
606	Valmont Ballasts and Accessories	0%
607	Westinghouse Circuit Breakers, Controls, and Accessories	61%
608	Wiremold – General Line	45%