

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

August 16, 2019

U.S. Office Solutions 2614 28th Street, NE Washington, DC 20018 Telephone: 202.526.8767

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SUBJECT: RFP 029-19 - Classroom and Administrative Furniture

U.S. Office Solutions has been selected as the vendor to provide services in accordance with the above-mentioned **RFP**. 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 **U.S. Office Solutions** 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 <u>all</u> 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 August 16, 2019 - August 15, 2020.

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:

\$ 1,697.392.65

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 RFP 029-19 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 PGCPS property or engaging in any authorized activities involved PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasseer Administrative 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 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 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 neglect or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

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 PGCPS 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

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.

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 RFP 029-19 for all applicable terms and conditions.

ACCEPTED BY: FOR THE FIRM:		FOR THE BOARD OF EDUCATION:
	10/1/2019	11.1.20
SIGNATURE	DATE	SIGNATURE DATE
Yelake Meseretu		Johnna Smarr
NAME		NAME:
Managing Director TITLE		Acting Director, Purchasing & Supply Services TITLE
U.S. Office Solutions FIRM	<u></u>	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772-998
		11.4.19
		SIGNATURE DATE Mark Fossett NAME:
		Associate Superintendent for Supporting Services TITLE
		11/41
		SIGNATURE DATE
		Barry Stanton NAME:
		Chief Operating Officer TITLE

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Contract Pricing

item Number	Description/Specification	Sample Brand/Model	Estimated Qty	Unit Price	Extended Price	Proposed Brand/Model
16	Chair, Teacher, Adj. Height Task Chair, w/ and w/out Arm, Black Fabric and Vinyl	Safco (3391BL) (3391BV) (3399BL)	200	\$ 328.10	\$ 65,620.00	Safco(3391BL)
17	Chair, Teacher, Adj. Height Task Chair, without Arm, Black Fabric and Vinyl	Safco (3391BL) (3391BV)	200	\$ 285.32	\$ 57,064.00	Safco(3391BV)
18	Chair, Teacher, Adj. Height Task Chair, w/ and w/out Arm, Mesh Back, Black Fabric and Vinyl	Safco (3397BL) (3397BV) (3399BL)	200	\$ 317,06	\$ 63,412.00	Safco(3397BV)
19	Chair, Teacher, Adj. Height Task Chair, without Arm, Mesh Back, Black Fabric and Vinyl	Safco (3397BL) (3397BV)	200	\$ 273.82	\$ 54,764.00	Safco(3397BL)
20	Chair, Office, Swivol, Mid Back, Synchro Tilt w/Integral Lumbar Support, Adjustable Arms, Grade	HON (HLWU,Y1,A)	100	\$ 425.40	\$ 42,540.00	HON (HLWU.Y1.A)
21	Chair, Office, Swivel, Mid Back, Synchro Tilt, Seat Glide w/Integral Lumbar Support, Adjustable Arms,	HON (HLWUBT,Y1.A)	100	\$ 623.95	\$ 62,395.20	HON (HLWUBT, Y1, A)
31	Desk, Student, Huddle, 18"x30", Adj. Height	Smith System (01265)	2500	\$ 150.63	\$ 376,575.00	Smith System (01265)
37	Desk, Student, Combo, Single Entry, 26"x20" w/Wire Rack	KI (IWCDHBR)	2500	\$ 232.80	\$ 582,000.00	KI (IWCDHBR)
40	Desk, Teacher, Single Pedestal, Mobile, Locking Pedestal 24"x60"	Smith System (26160/26161)	300	\$ 589.00	\$ 176,700.00	Smith System (26160/26161)
67	Table, Computer, Rectangle 30"x60" w/Grommets	HON (H66571)	100	\$ 481,04	\$ 48,103.50	HON (H66571)
68	Table, Computer, Rectangle, 36" W x 36"D, Gray and Black, w/Grommet	Balt (63681)	250	\$ 97,80	\$ 24,450.00	Balt (83681)
69	Table, Computer, Rectangle, 72" W x 36", Gray and Black, 2 CPU Holders and 2 Grommets	Ball (63080)	250	\$ 313.23	\$ 78,308.38	Balt (83080)
70	Table, Computer, Rectangle, 42*, ADA Compilant, Adj. From 25*– 37*, Keyboard Shelf Adj., 16* D	Ball (89491)	250	S 114.75	\$ 28,687.50	Balt (89491)
71	Planner Work Station, 3 Student Trapezoid, 40"x40"x40"x80" Around	Smith Systems (24580)	10	\$ 701,40	\$ 7,014.00	Smith Systems (24580)
72	Riser Shelf for Above, 21"x45", 16"-20" Adj. Helght	Smith Systems (01792)	10	\$ 386.00	\$ 3,860,00	Smith Systems (01792)
98	Chair, Folding, Caddy, Double Tier	National Public Seating (84)	10	\$ 280.00	\$ 2,800.00	NPS(84)
124	a Activity Table - Kidney - Maple, W36"xL72" Adj. He	Allied (F6372K/L-20AR)	1	\$ 406.38	\$ 406.38	Allied (F6372K/L-20AR)
126	Table, 3/4" Plywood, W24"xL36", 27 lbs.	Allied (DLPL2436/L-20AR)	1	\$ 258.50	\$ 258.50	Allied (DLPL2436/L-20AR)
127	Table, 3/4" Particleboard, W24"xt36", 29 lbs.	Allied (DLTQ2436/L-20AR)	1	\$ 226.00	\$ 226.00	Allied (DLTQ2436/L-20AR)
128	Table, 1 1/8" Particleboard, W24"xL36", 37 lbs.	Allied (DLCC2436/L-20AR)	1	\$ 239.00	\$ 239.00	Allied (DLCC2436/L-20AR)
129	Cot, Full Size, 5 pack	Mahar Manufacturing (500TA), Wood Designs (97888)	30	\$ 213.00	\$ 6,390.00	Wood Designs (97888)
130	Display Case	Waddell (2010-5)	1	\$ 1,536.40	\$ 1,536.40	Waddell (2010-5)
139	Sit Stand Workstation White or Black	Fellows (0007901)	1	\$ 593.50	\$ 593.50	Fellows (0007901)
149	Table, Rectangle 72"x36" 1.5" Laminate Top	LORELL (34340)	1	\$ 419,10	\$ 419.10	LORELL (34340)
170	Flourish Veneer Desk Double Ped 72x36	NATL (19N3672DDFW8)	1	\$ 1,778.60	\$ 1,778.60	NATL (19N3672DDFW8)
171	Flourish Veneer Desk Double Ped 66x30	NATL (19N3067DDFW8)	1	\$ 1,705.40	\$ 1,705.40	NATL (19N3067DDFW8)
172	Flourish Veneer Desk Single Ped 72x36	NATL (19N3672D R/L FW1)	1	\$ 1,543.40	\$ 1,543.40	NATL (19N3672D R/L FW1)
173	Flourish Venoer Desk Single Ped 66x30	NATL (19N3067D R/L FW1)	1 _	\$ 1,464.20	\$ 1,464.20	NATI. (19N3067D R/L FW1)
174	Flourish Veneer Return 48"	NATL (19N2451R R/L EFW2)	1	\$ 1,196.60	\$ 1,196,60	NATL (19N2451R R/L EFW2)
175	Flourish Veneer Kneespace Credenza	NATL (19N2472CKFW2)	1	\$ 1,640.60	\$ 1,640.60	NATL (19N2472CKFW2)
176	Flourish Veneer Hutch 72"	NATL (19N7236HBHW)	1	\$ 1,640.60	\$ 1,640.60	NATL (19N7236HBHW)
177	Flourish Veneer Hutch 72"	NATL (19N2436LFF2W)	1	\$ 1,073.60	\$ 1,073.60	NATL (19N2436LFF2W)
178	Flourish Veneer Bookcase 5-Shelf	NATL (19N3666BCOFW)	1	\$ 987.20	\$ 987.20	NATL (19N3666BCOFW)

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Percentage off Discount

	Manufacturer	% Off Discount
179	Allied	40%
180	Artco Bell	70%
181	Carpets For Kids	60%
182	Columbia	60%
183	Community	60%
184	Correll	60%
185	ECR 4Kids	70%
186	HON	60%
187	Jonti-Craft	60%
188	КІ	50%
189	Lakeshore	40%
190	Lesro	60%
191	Lorell	80%
192	MooreCo	80%
193	National	60%
194	National Public Seating	65%
195	NorvaNivel	60%
196	Palmer Hamilton	30-40%
197	Scholar Craft	60%
198	School Specialty	40%
199	Smith Systems	50%

	Systems Furniture				
	Manufacturer	% Off Discount			
200	AIS	60%			
202	HON	60%			
203	Trendway	60%			

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	Casegoods Furniture and Office Seating				
	Manufacturer	% Off Discount			
205	Balt	80%			
206	Global	65%			
207	HON	65%			
208	National Public Seating	60%			
209	Safco	70%			
210	Trendway	65%			

Metal Filing, Bookcases and Storage			
	Manufacturer	% Off Discount	
211	Adelphia	40%	
213	HON	60%	

Library				
	Manufacturer	% Off Discount		
215	BCI Libraries	60%		
216	Bretford	55%		
217	DEMCO	40%		
218	Hale	40%		
219	Russwood	60%		

Additional Discounts Offered			
Manufacturer & Category	% Off Discount		
Joy Carpet	70%		
Enworks	60%		
Virco	70%		
Penco	50%		
Sundusky	60%		
ASI	60%		
Rubbermaid	60%		
Ghent	60%		