



Johnna Smarr, Acting 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

September 27, 2019

Independent Hardware Inc.
14 S. Front Street
Philadelphia, PA 19106
Telephone: 800-346-9494
Fax: 215-922-6552
Contact: Frank Stanco
Email: fsj@independenthardware.com

Buyer: Dariya Jackson
Phone: 301.952.6726
Email: Dariya.Jackson@pgcps.org

SUBJECT: IFB 007-20 – Classroom Safety Locks Installation – Building Services Department

Independent Hardware, Inc. 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 **Independent Hardware, Inc.** 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.

PERFORMANCE/PAYMENT BOND

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$1,332,522.73** 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.

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 **October 1, 2019 – September 30, 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 three (3) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$1,332,522.73

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).

PERFORMANCE/PAYMENT BOND

If required the successful Respondents shall submit a performance bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the RFP, 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 TEN (10) BUSINESS DAYS.

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; the awardee 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.

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 involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasser 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 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.

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 offense 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 abuser or neglecter 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 PGCPD 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. PGCPD 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.

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.

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 solicitation for all applicable terms and conditions.

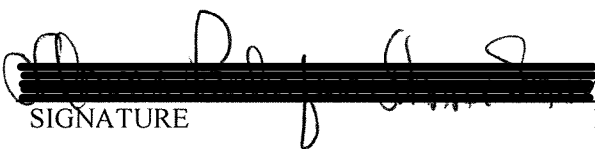
ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:



SIGNATURE 9/30/19 DATE



SIGNATURE 10/2/2019 DATE

FRANK STANCO

NAME

PRESIDENT

TITLE

Johnna Smarr

NAME:


Acting Director, Purchasing & Supply Services

TITLE

INDEPENDENT HARDWARE INC.

FIRM

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



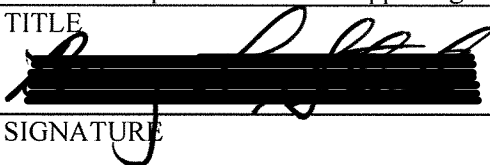
SIGNATURE 10/3/19 DATE

Mark Fossett

NAME:

Associate Superintendent for Supporting Services

TITLE



SIGNATURE 10/4/19 DATE

Barry Stanton

NAME:

Chief Operating Officer

TITLE

Contract Pricing

GROUP A				
Accokeek Acad. Upper	Quantity	Unit Price	Cost	Total Cost
A. Cylindrical / Lever	55	\$357.77	\$357.77	\$19,677.35
Manufacturer / Model #		SSI Guardian 2000707		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,300.00
D. Contingency Allowance				\$165.00
Total Cost				\$23,304.93
Benjamin D. Foulis MS				
A. Cylindrical / Lever	48	\$357.77	\$357.77	\$17,172.96
Manufacturer / Model #		SSI Guardian 2000707		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$2,880.00
D. Contingency Allowance				\$144.00
Total Cost				\$20,359.54
Benjamin Stoddert MS				
A. Cylindrical / Lever	50	\$357.77	\$357.77	\$17,888.50
Manufacturer / Model #		SSI Guardian 2000707		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,000.00
D. Contingency Allowance				\$150.00
Total Cost				\$21,201.08

Buck Lodge MS				
A. Cylindrical / Lever	55	\$357.77	\$357.77	\$19,677.35
Manufacturer / Model #		SSI Guardian 2000707		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,300.00
D. Contingency Allowance				\$165.00
Total Cost				\$23,304.93
Dora Kennedy French Immersion				
A. Cylindrical / Lever	50	\$357.77	\$357.77	\$17,888.50
Manufacturer / Model #		SSI Guardian 2000707		
B. Key Cabinet	1		\$162.58	\$162.58
C. Installation			\$60.00	\$3,000.00
D. Contingency Allowance				\$150.00
Total Cost				\$21,201.08
Total Cost for Group A				\$109,371.56

GROUP B				
Andrew Jackson Acad.				
A. Cylindrical / Knob	50	\$674.19	\$674.19	\$33,709.50
Manufacturer / Model #		SSI Guardian 1631906E		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,000.00
D. Contingency Allowance				\$150.00
Total Cost				\$37,022.08
Beltsville Acad.				
A. Cylindrical / Knob	75	\$674.19	\$674.19	\$50,564.25
Manufacturer / Model #		SSI Guardian 1631906E		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$4,500.00
D. Contingency Allowance				\$225.00
Total Cost				\$55,451.83

Benjamin Tasker MS					
A. Cylindrical / Knob	60		\$674.19	\$674.19	\$40,451.40
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,600.00
D. Contingency Allowance					\$180.00
Total Cost					\$44,393.98
Charles Carroll MS					
A. Cylindrical / Knob	60		\$674.19	\$674.19	\$40,451.40
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,600.00
D. Contingency Allowance					\$180.00
Total Cost					\$44,393.98
Dwight D. Eisenhower MS					
A. Cylindrical / Knob	60		\$674.19	\$674.19	\$40,451.40
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,600.00
D. Contingency Allowance					\$180.00
Total Cost					\$44,393.98
Green Valley Acad. @ Edgar Allen Poe					
A. Cylindrical / Knob	25		\$674.19	\$674.19	\$16,854.75
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$1,500.00
D. Contingency Allowance					\$75.00
Total Cost					\$18,592.33

Gwynn Park MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13
Hysttville MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13
Isaac J. Gourdine MS					
A. Cylindrical / Knob	55		\$674.19	\$674.19	\$37,080.45
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,300.00
D. Contingency Allowance					\$165.00
Total Cost					\$40,708.03
James Madison MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13

John Hanson Montessori					
A. Cylindrical / Knob	66		\$674.19	\$674.19	\$44,496.54
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,960.00
D. Contingency Allowance					\$198.00
Total Cost					\$48,817.12
Kenmoor MS					
A. Cylindrical / Knob	50		\$674.19	\$674.19	\$33,709.50
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,000.00
D. Contingency Allowance					\$150.00
Total Cost					\$37,022.08
Kettering MS					
A. Cylindrical / Knob	55		\$674.19	\$674.19	\$37,080.45
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,300.00
D. Contingency Allowance					\$165.00
Total Cost					\$40,708.03
Martin Luther King Jr. MS					
A. Cylindrical / Knob	55		\$674.19	\$674.19	\$37,080.45
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,300.00
D. Contingency Allowance					\$165.00
Total Cost					\$40,708.03

Maya Angelou French Immersion					
A. Cylindrical / Knob	35		\$674.19	\$674.19	\$23,596.65
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,100.00
D. Contingency Allowance					\$105.00
Total Cost					\$25,964.23
Nicholas Orem MS					
A. Cylindrical / Knob	55		\$674.19	\$674.19	\$37,080.45
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,300.00
D. Contingency Allowance					\$165.00
Total Cost					\$40,708.03
Oxon Hill MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13
Robert Goddard Montessori					
A. Cylindrical / Knob	60		\$674.19	\$674.19	\$40,451.40
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,600.00
D. Contingency Allowance					\$180.00
Total Cost					\$44,393.98

Samuel Ogle MS					
A. Cylindrical / Knob	70		\$674.19	\$674.19	\$47,193.30
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$4,200.00
D. Contingency Allowance					\$210.00
Total Cost					\$51,765.88
Stephen Decatur MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13
Thomas G. Pullen Performing Arts					
A. Cylindrical / Knob	65		\$674.19	\$674.19	\$43,822.35
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,900.00
D. Contingency Allowance					\$195.00
Total Cost					\$48,079.93
Thomas Johnson MS					
A. Cylindrical / Knob	60		\$674.19	\$674.19	\$40,451.40
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,600.00
D. Contingency Allowance					\$180.00
Total Cost					\$44,393.98

Thurgood Marshall MS					
A. Cylindrical / Knob	55		\$674.19	\$674.19	\$37,080.45
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$3,300.00
D. Contingency Allowance					\$165.00
Total Cost					\$40,708.03
Walker Mill MS					
A. Cylindrical / Knob	40		\$674.19	\$674.19	\$26,967.60
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,400.00
D. Contingency Allowance					\$120.00
Total Cost					\$29,650.18
William Wirt MS					
A. Cylindrical / Knob	45		\$674.19	\$674.19	\$30,338.55
Manufacturer / Model #			SSI Guardian 1631906E		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$33,336.13
Total Cost for Group B					\$977,892.49

GROUP C				
Accokeek Acad. Lower Campus				
A. Mortise	35	\$655.48	\$655.48	\$22,941.80
Manufacturer / Model #		SSI Guardian 1565673		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$2,100.00
D. Contingency Allowance				\$105.00
Total Cost				\$25,309.38
Ernest Evert Just MS				
A. Mortise	55	\$655.48	\$655.48	\$36,051.40
Manufacturer / Model #		SSI Guardian 1565673		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,300.00
D. Contingency Allowance				\$165.00
Total Cost				\$39,678.98
G. James Gohlson MS/Cora Rice ES				
A. Mortise	105	\$655.48	\$655.48	\$68,825.40
Manufacturer / Model #		SSI Guardian 1565673		
B. Key Cabinet		\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$6,300.00
D. Contingency Allowance				\$315.00
Total Cost				\$75,602.98
Greenbelt MS				
A. Mortise	55	\$655.48	\$655.48	\$36,051.40
Manufacturer / Model #		SSI Guardian 1565673		
B. Key Cabinet	1	\$162.58	\$162.58	\$162.58
C. Installation			\$60.00	\$3,300.00
D. Contingency Allowance				\$165.00
Total Cost				\$39,678.98

Samuel P. Massie Acad.					
A. Mortise	45		\$655.48	\$655.48	\$29,496.60
Manufacturer / Model #			SSI Guardian 1565673		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$32,494.18
William Wallace Hall Acad.					
A. Mortise	45		\$655.48	\$655.48	\$29,496.60
Manufacturer / Model #			SSI Guardian 1565673		
B. Key Cabinet	1		\$162.58	\$162.58	\$162.58
C. Installation				\$60.00	\$2,700.00
D. Contingency Allowance					\$135.00
Total Cost					\$32,494.18
Total Cost for Group C					\$245,258.68
Total Cost for Groups A, B and C					\$1,332,522.73