



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

April 3, 2018

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

Dariya Jackson
Telephone: 301.952.6726
Fax: 301.952.6605
Email: Dariya.Jackson@pgcps.org

SUBJECT: IFB 015-18 – Furnish and Deliver Grounds Keeping and Carpentry Tools

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 **April 1, 2018 – March 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

\$33,214.80

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 015-18** for all applicable terms and conditions.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. **Employees Having Direct Contact with Students:**

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. **Employees Do Not Have Direct Contact With Students:**

Employees of Consultant/Contractor who will be placed in a PGCPS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters 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 registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

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 015-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

[Redacted Signature] 4/4/2018
SIGNATURE DATE

Alan H. Farr
NAME

Chief Revenue Officer
TITLE

Posner Industries
FIRM

[Redacted Signature] 4/18/18
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

CONTRACT PRICING

<u>GROUNDSKEEPING TOOLS</u>	Brand Offered and Model #	QTY	UOM	UNIT PRICE	Extended Price
ALUMINUM ASPHALT LUTE, 82" handle Union #63-133 or equal	Union 63-133	20	Each	\$52.30	\$1,046.00
AXE SINGLE BIT, 3.5 lb. head, with 36" Fiberglas handle. Union #30-359 or Ludell #12235	Union 30-359	10	Each	\$22.00	\$220.00
BLADE, DITCH BANK, Council #640C or Union #62-162	Union 62-162	5	Each	\$45.05	\$225.25
CULTIVATOR, forged four (4) prong, with sharp properly curved, round tines, 5" spread at points, welded head, 54" handle, Union #68-115	Union 68-115	10	Each	\$30.50	\$305.00
CUTTER, WEED, with blade and braces fully heat-treated. Blade sharpened on both edges and attached by rust-proof bolts to allow easy removal for re-sharpening, 14" x 2-1/2" serrated blade. Unit to be 40" O.A. length with 30" handle, Union #62105	Union 62105	10	Each	\$13.30	\$133.00
CUTTER, MATTOCKS #516, 15-1/2" head, 36" hickory handle, with grubbing hoe and cutter axe, Atlas brand or Union #30-126	True Temper/Union 1135400	5	Each	\$22.75	\$113.75
DIGGER BAR/TAMPERING BAR, 72", Union #30-670 or equal	True Temper/Union 1160000	25	Each	\$25.20	\$630.00
DIGGER, POST HOLE, with 5" x 10-3/4" blade, 48" wood handle, Union #78-140	True Temper/Union 78002	1	Each	\$24.90	\$24.90
FORK, MANURE, with five (5) tines, (9-1/4" to 9-1/2" spread at points), 12-1/2" length head, 48" length handle, Union/Razorback #74-113	True Temper/Union 2826500	12	Each	\$30.20	\$362.40
FORK, SPADING, for general purpose digging, with four (4) forged steel broad diamond back tines of 11" length, and with 48" ength "D" handle, Union #72-103 or #72- 104	Union 72103	12	Each	\$32.05	\$384.60
HAMMER SLEDGE, 8 lb. double-milled head, black finished, heat-treated with 36" length Fiberglas with rubber handle guard, Ludell #11308 or Union/Razorback #30-596	Razorback 311300	10	Each	\$30.50	\$305.00

HANDLE, AXE, CURVED, 36" hickory handle, Union #90-039 or equal.	True Temper 2036700	20	Each	\$10.95	\$219.00
HANDLE, BANK, blade, 3-hole, 40" straight handle, Hickory wood, Railway brand, Council brand, or Union #90-372	Seymor Midwest 65227	1	Each	\$25.30	\$25.30
HANDLE, PICK, with No. 6 Eye, for 5 to 9 lb. picks and mattocks, 36" length, straight, Sequatchie #220-09, Railway brand, or Union/Razorback #30-142	True Temper 2036900	5	Each	\$9.30	\$46.50
HOE, GARDEN, ALL PURPOSE, with 6-1/4" x 4-3/4" socket pattern, heat-treated polished steel blade, with 60" handle, Union #65-102	True Temper 26099900	25	Each	\$11.75	\$293.75
HOE, WEEDING, two-prong, with 3-1/2" x 9-3/8" blade, with 48" handle, Union #68107	True Temper 28112100	20	Each	\$13.60	\$272.00
NOZZLE, GARDEN HOSE, consisting of a water inlet stem, rotatable body, and a separate stem spindle for spindle movement. All components, without exception, shall be made of brass or bronze, and hose coupling shall be internally threaded with 11-1/2 threads per inch for use with 5/8" or 3/4" diameter hoses. Nelson #24C, Gilmour #528 or approved equal.	Dixon 500AN4	75	Each	\$6.75	\$506.25
PICK, RAILROAD 6 lb., 23" blade, Railway brand or Union #30-140	True Temper 1138700	10	Each	\$13.95	\$139.50
RAKE, GARDEN, <u>Industrial Use</u> , plain ferrule with 13-3/4" x 2-3/4" x 1/4" thick forged bow head, teeth forged from one-piece steel bar, and bow drawn from extreme ends of head; 14 teeth, with 60" wood or fiberglass handle; (welded handle not acceptable) Razorback #63141, Medall #1879700, Craftsman M8389, Fiberglass Sears #83862	Razorback 63141	50	Each	\$18.25	\$912.50
RAKE, LEAF, 24" wide with 22 flat flexible tempered spring steel tines and chromed coiled spring brace, with 48" cushion grip handle. Craftsman #71-83914 or Union #64-184	Union 64-184	125	Each	\$10.60	\$1,325.00
SCRAPER, SIDEWALK, socket pattern, with 7" x 6" forged blade, heavy reinforced heads, 54" handle, Union #78-202	Union 78-202	150	Each	\$21.40	\$3,210.00
SHEARS, HEDGE, with serrated top blade, sharp notched lower blade, both hardened and tempered, 10" in length. Tool to be 21" in overall length; with hardwood handle. Union #62-252	Corona HS7140	50	Each	\$31.60	\$1,580.00

SHEARS, LOPPERS, with adjustable zinc anvil with metal handles, Union #62-342	Corona SL7180	60	Each	\$31.60	\$1,896.00
SHEARS, PRUNING, prop forged, Union #62-544	Corona BP3225	60	Each	\$18.45	\$1,107.00
SHOVEL, GENERAL PURPOSE, Snow removal, #2 Size, 11-1/2" x 14-1/2" steel blade with 48" ash handle, Union #82-102	Union 82-102	125	Each	\$20.15	\$2,518.75
SHOVEL, ROUND POINT, short handle, approximately 30" long, "D" handle, Union #43-069	Union 43-069	15	Each	\$25.80	\$387.00
SHOVEL, ROUND POINT, #2 Size, with 9-1/4" x 11-1/2" heat-treated alloy grade steel blade, 14 gauge, with 48" wood handle, open back blade, Union/Razorback #45-106	True Temper 2585600	50	Each	\$12.70	\$635.00
SHOVEL, SCOOP, #12 Size, with 15" x 19" ribbed blade, 27" "D" grip handle, Union #53-121	Union 53-121	15	Each	\$38.00	\$570.00
SHOVEL, SQUARE POINT, #2 Size, with 9-1/4" x 11-1/2" heat-treated alloy grade steel blade, 14 gauge, with 48" wood handle, open back blade, Union #44-106	True Temper 2585700	35	Each	\$12.70	\$444.50
SHOVEL, SQUARE POINT, SHORT HANDLE, approximately 40" long, "D" handle, Union #42-101	Union 42-101	35	Each	\$17.25	\$603.75
SPADE, long hand	True Temper 40191	10	Each	\$8.20	\$82.00
SPADE, short handle	True Temper 2585900	10	Each	\$14.05	\$140.50
TROWEL, POINTING, 5-1/2" x 2-3/4" size with hard, tempered, ground and polished blade, hardwood handle. Marshalltown #95 or approved equal.	Marshall Town 95	10	Each	\$2.59	\$25.90
Groundskeeping Tools Total					\$20,690.10
<u>CARPENTRY TOOLS</u>					
BLADE, CIRCULAR SAW, fast-cut, combination, professional grade, chrome plated, 7-1/4" dia. with 5/8" round/diamond arbor, Black & Decker #73-107 or approved equal.	Oldham/Stanley B7254524	5	Each	\$4.49	\$22.45
BLADE, HACKSAW, 12" length, 1/2" width, 0.25 thickness, 24 T.P.I., flexible high-speed, shatterproof steel, wavy type, Simonds "Weld-Edge" #31-51224 or Starrett "Safe-Flex Greenstripe" #SF1224 ONLY.	Lenox 224HE	60	Each	\$1.39	\$83.40

BLADE, HACKSAW, 12" length, 1/2" width, 0.25 thickness, 18 T.P.I., flexible high-speed, shatterproof steel, raker type, Simonds "Weld-Edge" #31-51218 or Starrett "Safe-Flex Greenstripe" #SF1218	Lenox 218HE	50	Each	\$1.39	\$69.50
BLADE, HACKSAW, 12" length, 1/2" width, 0.25 thickness, 32 T.P.I., flexible high-speed, shatterproof steel, wavy type, Simonds "Weld-Edge" #31-51032 or Starrett "Safe-Flex Greenstripe" #SF1032	Lenox 032HE	100	Each	\$1.29	\$129.00
BLADE, HACKSAW, 12" length, 1/2" width, 0.25 thickness, 32 T.P.I., flexible high-speed, shatterproof steel, wavy type, Simonds "Weld-Edge" #31-51232 or Starrett "Safe-Flex Greenstripe" #SF1232	Lenox 232HE	100	Each	\$1.39	\$139.00
BLADE, HACKSAW, 10" length, 1/2" width, 0.25 thickness, flexible high-speed, shatterproof steel, wavy type, Simonds "Weld-Edge" #31-51024 or Starrett "Safe-Flex Greenstripe" #SF1024	Lenox 032HE	100	Each	\$1.29	\$129.00
BLADE, HACKSAW, 10" length, 1/2" width, 0.25 thickness 18 T.PI. flexible high-speed shatterproof steel, raker type, Simonds "Weld-Edge" #31-51018 or Starrett "Safe-Flex Greenstripe" #SF1018	Lenox 018HE	100	Each	\$1.29	\$129.00
BLADE, JIGSAW, COARSE TOOTH, 7 T.P.I., 3" length, Black & Decker #54368 (#U1350) or approved equal.	Lenox 20652F486J	5	Each	\$1.49	\$7.45
BLADE, JIGSAW, HIGH SPEED metal cutting, 14 T.P.I., 2 3/4" length, (For cutting steel, aluminum, copper, & brass), Black & Decker #U1354 or approved equal.	Lenox 20705B314J	50	Each	\$1.33	\$66.50
BLADE, JIGSAW, ALL-PURPOSE, wood & composition cutting, 7 T.P.I., 3" length, Black & Decker #U1363 or approved equal.	Lenox 20648F450J	30	Each	\$2.65	\$79.50
BLADE, JIGSAW, ALL-PURPOSE wood & composition cutting, 5 T.P.I., 3" length, Black & Decker #U1364 or approved equal.	Lenox 20784B456J	25	Each	\$2.16	\$54.00
BLADE, JIGSAW, fine-set tooth, 32 T.P.I., 2-3/4" length, Black & Decker #U1355 or approved equal.	Lenox 20609BT332J	25	Each	\$1.49	\$37.25
BLADE, MASONRY, 7, Black & Decker #73-237	Pferd 63845	10	Each	\$3.45	\$34.50
BLADE, MILWAUKEE SAW #48-00-1181	Lenox 20550414R	10	Box	\$1.61	\$16.10

BLADE, MILWAUKEE SAW #48-00-1184	Lenox 20566618R	10	Box	\$1.89	\$18.90
BLADE, PLYWOOD, 7-1/4, Black & Decker #73-137	Irwin 14031	10	Each	\$22.95	\$229.50
BLADE, PORTABLE BAND SAW, heavy duty, high speed steel, 14 T.P.I., 44-7/8" length, Milwaukee #48-39-0360	Lenox 38424	200	Each	\$3.62	\$724.00
BLADE, RIP, Black & Decker 7-1/4, #73-137	Oldham/Stanley B7254524	10	Each	\$4.49	\$44.90
BLADES FOR RAZOR SCRAPER	Stanley 11-515	100	Box	\$6.05	\$605.00
BLADES, Replacement for utility knife, heavy duty, (5 per Pack), Stanley #11-921 ONLY.	Stanley 11-921	250	Pack	\$1.35	\$337.50
KNIFE, UTILITY, with slide positional blade, adjustable three-position, supplied with three blades, Stanley #10-099 ONLY	Irwin 2082101	125	Each	\$3.69	\$461.25
BRUSH, WIRE, without scraper, Advance #A-40, Craftsman #9-3669 or approved equal.	Pferd/Advance Brusch 20502	75	Each	\$2.29	\$171.75
BRUSH, WIRE, with scraper, Advance #A-42, Craftsman #9-36691 or approved equal.	Pferd/Advance Brush 85003	125	Each	\$3.15	\$393.75
CHISEL, BRICK, FLAT with blast finish coated with rust preventative, 1 1/8" cutting edge, Baltimore #345 or approved equal.	Mayhew Steel Products BC12	50	Each	\$7.95	\$397.50
CHISEL, WOOD, 1", Stanley #16-616	Stanley 16-316	10	Each	\$8.75	\$87.50
CHISEL, WOOD, 1/2", Stanley #16-608	Stanley 16-308	10	Each	\$6.85	\$68.50
CHISEL, WOOD, wood, 1-1/2", Stanley #16-624	Stanley 16-324	10	Each	\$9.99	\$99.90
CHISEL, WOOD, 1-1/4", Stanley #16-620	Stanley 16-320	10	Each	\$9.20	\$92.00
CHISEL, WOOD, 3/4", Stanley #16-612	Stanley 16-312	10	Each	\$7.65	\$76.50
CHISEL, WOOD, 3/8", Stanley #16-606	Stanley 16-974	10	Each	\$9.20	\$92.00
CLAMP, "C", GENERAL PURPOSE, with drop-forged steel frame, 4" max. opening, 2-3/4" depth, with 5/8" diameter screw, Hargrave #404 or approved equal.	Stanley J404	5	Each	\$30.35	\$151.75
CLAMP, "C", GENERAL PURPOSE, with drop-forged steel frame, 6" max. opening, 3-5/8" depth, with 3/4" diameter screw, Hargrave #406 or approved equal.	Stanley J406	10	Each	\$39.90	\$399.00

DISC, GRINDING, 1/8", AR7850	Pferd 61002	20	Each	\$2.15	\$43.00
FILE, MILL BASTARD, 8" length. First Grade, Nicholson #08497	Nicholson 8560	5	Each	\$5.95	\$29.75
FILE, MILL BASTARD, 10" length. First Grade, Nicholson #08642	Nicholson 8642	5	Each	\$5.95	\$29.75
FILE, MILL BASTARD, 12" lgth., First Grade. Nicholson #08737.	Nicholson 19010	10	Each	\$5.95	\$59.50
FILE, CROSSCUT, 10" lgth., First Grade, American or approved equal.	Pferd 11010	5	Each	\$10.35	\$51.75
FILE, ROUND BASTARD, 8" length, First Grade, Nicholson #21853 or approved equal.	Pferd 11067	5	Each	\$6.45	\$32.25
FILE, TAPERED, 6" length, First Grade, Slim, Nicholson #14224 or approved equal.	Pferd 11004	5	Each	\$6.75	\$33.75
HAMMER, CURVED CLAW; forged from high carbon steel, hardened and tempered, 13 oz. wt., with hickory handle, Plumb #11455 or approved equal.	Stanley 51-106	50	Each	\$6.59	\$329.50
KNIFE, LINOLEUM, with steel tempered blade, wood handle, Red Devil #4608 or approved equal.	Stanley 10-509	5	Each	\$7.85	\$39.25
KNIFE, PUTTY, with polished square point; stiff high carbon cutlery tool with oil sharpened, tempered 1 1/4" width steel blade, Red Devil #4201, Hyde #02060 2S or approved equal.	Marshall Town 15017	15	Each	\$3.89	\$58.35
KNIFE, PUTTY, with polished square point; stiff high carbon cutlery tool with oil sharpened, tempered 2" width steel blade, Red Devil #4205, Hyde #02310 2S or approved equal	Marshall Town 4105	1000	Each	\$4.89	\$4,890.00
KNIFE, PUTTY, with polished square point; stiff high carbon cutlery tool with oil sharpened, tempered 4" width steel blade, Red Devil #4213, Hyde #02610 2S or approved equal	Marshall Town 15087	50	Each	\$6.19	\$309.50
KNIFE, PUTTY, with polished square point; stiff high carbon cutlery tool with oil sharpened, tempered 6" width steel blade, Red Devil #4218, Hyde #02860 2E or approved equal	Marshall Town 15043	40	Each	\$7.25	\$290.00
LINE, CHALK, 100 ft. per roll, Stanley brand, Irwin #64-610, or approved equal.	Stanley 47-101	10	Roll	\$1.29	\$12.90
REEL, CHALK LINE, 100 foot, Stanley #1100, Irwin #125-100 or approved equal.	Stanley 47-440	5	Each	\$3.29	\$16.45

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SCREWDRIVER, PHILLIPS, with 5/16" x 6" tempered polished steel blade, #3 point size, break-proof plastic handle, Diamond #DH56P or approved equal.	Stanley 65-562	60	Each	\$4.19	\$251.40
SCREWDRIVER, with 5/16" x 6" standard round blade and tip forged from chrome vanadium steel; with break-proof plastic handle, Diamond #DH56 or approved equal.	Stanley 62-555	100	Each	\$3.29	\$329.00
SCREWDRIVER, with 5/16" x 6" standard round blade and tip forged from chrome vanadium steel; with break-proof plastic handle, Diamond #DH56 or approved equal.	Klein 1010	15	Each	\$18.05	\$270.75
Carpentry Tools Total					\$12,524.70
Grand Total					\$33,214.80
<p>Bidders are also requested to offer a DISCOUNT for OTHER TOOLS AND ACCESSORIES NOT SPECIFICALLY INCLUDED in this bid. The discount should be calculated from the Manufacturers' Suggested List Price (the price normally charged to the Consumer). Example: 25% Off List Price. If accepted, this PERCENTAGE will be made part of the contract award and will serve as the basis of pricing for the procurement of such additional tools and accessories if requirements should occur. Any response that is based upon bidder's "COST PLUS A PERCENTAGE" <u>WILL NOT</u> be considered. Example: "Cost Plus 10%".</p>					
<p>During the term of the contract, price lists may be revised with any up-dating by the manufacturer, but the percentage offered shall remain in effect for the term of the contract.</p>					
MANUFACTURER/PRODUCTS	PERCENTAGE OFF LIST PRICE				
Dewalt	30%				
Irwin	20%				
Marshall Town	25%				
Stanley	25%				