



Johanna 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**

August 16, 2019

**American Design Associates**  
9000 Harford Road  
Baltimore, MD 21234  
Telephone: 410.823.5500  
Contact Email: [anne@americandesignonline.com](mailto:anne@americandesignonline.com)

**Dariya Jackson**  
Telephone: 301.952.6726  
Fax: 301.952.6605  
Email: [Dariya.Jackson@pgcps.org](mailto:Dariya.Jackson@pgcps.org)

**SUBJECT: RFP 029-19 – Classroom and Administrative Furniture**

**American Design** 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 **American Design** 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 **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: **\$ 1,860,912.66**

**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 PGCPSS property or engaging in any authorized activities involving 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 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 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 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** 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:

[Redacted Signature]

8/20/19

[Redacted Signature]

11.1.2019

SIGNATURE

DATE

SIGNATURE

DATE

Anne Miller

NAME

Johnna Smarr

NAME:

Account Manager

TITLE

Acting Director, Purchasing & Supply Services

TITLE

American Design Associates, Inc.

FIRM

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

[Redacted Signature]

11.4.19

SIGNATURE

DATE

Mark Fossett

NAME:

Associate Superintendent for Supporting Services

TITLE

[Redacted Signature]

11/4/19

SIGNATURE

DATE

Barry Stanton

NAME:

Chief Operating Officer

TITLE

Contract Pricing

Item Number	Description/Specification	Sample Brand/Model	Estimated Qty	Unit Price	Extended Price	Proposed Brand/Model
5	Chair, Student, 13 to 14"	Columbia (126-3)	1000	\$ 44.85	\$ 44,850.00	As Specified
6	Chair, Student, 15 to 16"	Columbia (126-5)	1000	\$ 45.69	\$ 45,690.00	As Specified
7	Chair, Student, 17 to 18"	Columbia (126-7)	1000	\$ 48.18	\$ 48,180.00	As Specified
8	Chair, Student, A+ 18 1/2"-19"	Columbia (126-8)	1000	\$ 58.15	\$ 58,150.00	As Specified
9	Chair, Student, 18" w/Seat & Back Pads	Columbia (4267)	250	\$ 89.71	\$ 22,427.50	As Specified
10	Chair, Student, A+ 18 1/2 -19" w/Seat & Back Pads	Columbia (4268)	250	\$ 101.76	\$ 25,440.00	As Specified
11	Chair, Student, Library, 13 to 14"	Scholar Craft (183), Columbia (1143)	500	\$ 68.11	\$ 34,055.00	Columbia 1143
12	Chair, Student, Library, 15 to 16"	Scholar Craft (185), Columbia (1145)	500	\$ 68.95	\$ 34,475.00	Columbia 1145
13	Chair, Student, Library, 17 to 18"	Scholar Craft (187), Columbia (1147)	500	\$ 70.61	\$ 35,305.00	Columbia 1147
29	Desk, Student, w/Bookrack, 18"x24", Adj. Height	Columbia (3770)	1500	\$ 113.63	\$ 170,445.00	As Specified
30	Desk, Student, Open Front, 18"x24", Adj. Height	ECR4Kids (ELR24101), Columbia (351)	2500	\$ 112.81	\$ 282,025.00	Columbia 351
36	Desk, Student, ADA, Wheelchair Accessible, Adj. Height to 34"	Columbia (5060)	100	\$ 124.60	\$ 12,460.00	As Specified
38	Desk, Student, Combo, Single Entry, 18"x24" w/Wire Rack	Columbia (5307)	2500	\$ 136.23	\$ 340,575.00	As Specified
45	Table, Activity, Round, 36", Adj. Height	Artco Bell (1282), ECR4Kids (ELR14114)	50	\$ 115.00	\$ 5,750.00	Artcobell 1282
46	Table, Activity, Round, 48", Adj. Height	Artco Bell (1280), ECR4Kids (ELR14115)	50	\$ 137.65	\$ 6,882.50	Artcobell 1280
47	Table, Activity, Round, 60", Adj. Height	Artco Bell (1286), ECR4Kids (ELR14124)	50	\$ 204.41	\$ 10,220.50	Artcobell 1286
48	Table, Activity, Kidney, 48"x72", Adj. Height	Artco Bell (1275), ECR4Kids (ELR14104)	100	\$ 230.88	\$ 23,088.00	Artcobell 1275
49	Table, Activity, Horseshoe, 60"x66", Adj. Height	Artco Bell (1277), ECR4Kids (ELR14103)	100	\$ 280.44	\$ 28,044.00	Artcobell 1277
50	Table, Activity, Rectangular, 30"x60", Adj. Height	Artco Bell (1230), ECR4Kids (ELR14122)	100	\$ 133.82	\$ 13,382.00	Artcobell 1230
51	Table, Activity, 30"x48", Adj. Height	Artco Bell (1220), ECR4Kids (ELR14110)	100	\$ 109.85	\$ 10,985.00	Artcobell 1220
61	Table, Cafeteria, Folding, w/Benches	HON (HB293012), Palmer Hamilton (19F06293012)	100	\$ 1,378.00	\$ 137,800.00	PH 19F06293012
62	Table, Cafeteria, Folding, w/Stools	HON (HS293012), Palmer Hamilton (60T09293012-S12)	100	\$ 1,444.26	\$ 144,426.00	PH 60T11293012-S12
63	Table, Cafeteria, Folding, w/Stools, ADA, Wheelchair Accessible	Palmer Hamilton (59T0729120ELS10*WC)	25	\$ 1,780.26	\$ 44,506.50	PH 59T0829120EL-S10
73	Science Table, 24"x54" Chemsurf Science Tables, High Pressure Laminate, w/Boots	Allied (BS2454BA)	250	\$ 411.54	\$ 102,885.00	As Specified
74	Science Table, 24"x54" Chemsurf Science Tables, High Pressure Laminate, w/Book compartments, w/Boots	Allied (BS2454BABB)	250	\$ 465.38	\$ 116,345.00	As Specified
77	Table, Art, Pedestal, 60"x42"x30", Laminate Top	Allied (AT4260FM)	5	\$ 738.46	\$ 3,692.30	As Specified

89	Storage Cabinet, Metal, 36"x18"x72", 2 Door w/Lock, 5 Adj. Shelves	Adelphia (872S), HON (SC1872)	50	\$ 378.04	\$ 18,902.00	Adelphia 872S
90	Storage Cabinet, Metal, 36"x24"x72", 2 Door w/Lock, 5 Adj. Shelves	Adelphia (472S), HON (SC2472)	50	\$ 471.54	\$ 23,577.00	Adelphia 472S
91	Wardrobe Cabinet, Metal, 36"x24"x72", 2 Door w/Lock	Adelphia (472W), HON (HSC2472/HWC72)	10	\$ 460.63	\$ 4,606.30	Adelphia 472W
92	Lab Stools, Adj. Height, 19"-27"	National Public Seating (6218H)	100	\$ 38.42	\$ 3,842.00	As Specified
120	Flower Activity Table, Adjustable Height	School Specialty (1362588), Allied (FS60FLXX)	5	\$ 321.15	\$ 1,605.75	Allied F560FLXX
121	Rectangular Table, Rainbow, Approx. 30"x60"	Smith Systems (01034), Allied (F63060)	5	\$ 180.77	\$ 903.85	Allied F63060Xzz
124	o Activity Table - Kidney - Maple, W36"xL72" Adj. He	Allied (F6372K/L-20AR)	1	\$ 338.46	\$ 338.46	As Specified
125	Round Table, Rainbow, Approx. 48"	Smith Systems (01104), Allied (F648CR)	5	\$ 205.77	\$ 1,028.85	Allied F648CRXX
126	Table, 3/4" Plywood, W24"xL36", 27 lbs.	Allied (DLPL2436/L-20AR)	1	\$ 176.92	\$ 176.92	As Specified
127	Table, 3/4" Particleboard, W24"xL36", 29 lbs.	Allied (DLTQ2436/L-20AR)	1	\$ 138.46	\$ 138.46	As Specified
128	Table, 1 1/8" Particleboard, W24"xL36", 37 lbs.	Allied (DLCC2436/L-20AR)	1	\$ 150.00	\$ 150.00	As Specified
129	Cot, Full Size, 5 pack	Mahar Manufacturing (500TA), Wood Designs (97888)	30	\$ 72.40	\$ 2,172.00	Mahar
134	Sofa, 3-Seat, Open Arms	Lesro (L3101G5)	1	\$ 684.60	\$ 684.60	As Specified
135	Sofa, 2-Seat, Open Arms	Lesro (L2101G5)	1	\$ 462.26	\$ 462.26	As Specified
136	Chair, Open Arms	Lesro (L1101G5)	1	\$ 239.91	\$ 239.91	As Specified

**Percentage off Discount**

<b>K-12 Student Furniture</b>		
<b>Manufacturer</b>		<b>% Off Discount</b>
179	Allied	40%
180	Artco Bell	48%
181	Carpets For Kids	5%
182	Columbia	44%
183	Community	40%
184	Correll	40%
185	ECR 4Kids	27%
186	HON	45%
187	Jonti-Craft	6%
188	KI	35%
190	Lesro	43%
191	Lorell	25%
192	MooreCo	40%
194	National Public Seating	45%
195	NorvaNivel	16%
196	Palmer Hamilton	34%
197	Scholar Craft	30%
199	Smith Systems	25%
<b>Systems Furniture</b>		
<b>Manufacturer</b>		<b>% Off Discount</b>
200	AIS	40%
201	Haworth	RSI (Remanufactured Haworth) 46%
202	HON	45%
203	Trendway	55%
<b>Casegoods Furniture and Office Seating</b>		
<b>Manufacturer</b>		<b>% Off Discount</b>
204	Arcadia	40%
205	Balt	45%
206	Global	45%
207	HON	45%
208	National Public Seating	45%
209	Safco	45%
210	Trendway	55%

<b>Metal Filing, Bookcases and Storage</b>		
<b>Manufacturer</b>		<b>% Off Discount</b>
211	Adelphia	42%
212	Certwood StorSystems	18%
213	HON	45%
214	Fleetwood	
<b>Library</b>		
<b>Manufacturer</b>		<b>% Off Discount</b>
218	Hale	39%
<b>Additional Discounts Offered</b>		
<b>Manufacturer &amp; Category</b>		<b>% Off Discount</b>
Alumni Classroom Furniture		46%
FomCore		16%
NorvaNivel		41%
Brodart		44%