



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

Robert Johnson, Esq., Director

NOTICE OF CONTRACT AWARD

September 26, 2017

W.A. Hamilton Co., Inc
10227 Southard Drive
Beltsville, Maryland 20705
Tel: 301.937.6696
Contact: Philip Hamilton
Email: phamilton@wahamilton.com

Buyer: Dariya Jackson
Phone: 301.952.6726
Fax: 301.952.6605
Email: Dariya.Jackson@pgcps.org

Subject: IFB 031-17 – Lockers, Locker Parts and Accessories

W.A. Hamilton Co., Inc. has been selected as the vendor to provide services in accordance with the above-mentioned **IFB 031-17**. 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 **W.A. Hamilton Co., 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.

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 **September 1, 2017 – August 31, 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:

\$100,000.00

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 031-17** 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.

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.

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 031-17** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 9/27/2017

SIGNATURE DATE

 10/3/17

SIGNATURE DATE

Philip C. Hamilton

NAME

Robert Johnson, Esq.

NAME:

President

TITLE

Director, Purchasing & Supply Services

TITLE

W.A. Hamilton Co. Inc.

FIRM

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



CONTRACT PRICING

W.A. Hamilton Co., Inc.

Item Number	Complete Locker Units	Discount Offered (% off resale / list price)
1	Penco Products	51.5%
2	Republic Storage Systems Co., Inc. (Includes Berger)	52%
* Delivery is expected in 2 to 3 weeks after receipt of order for "in stock" items; and 4 to 6 weeks after receipt of order for "Out of Stock" items.		

Item Number	Repair Parts for Locker Units	Discount Offered (% off resale / list price)
3	A.S.I.	35%
4	Interior Steel Equipment Co.	50%
5	Lyon Metal Products, Inc.	50%
6	Penco Products	51.5%
7	Republic Storage Systems Co., Inc. (Includes Berger)	52%
8	Superior (List Industries, Inc.)	35%
*Delivery is expected in 10 calendar days after receipt of order for "In Stock" items; and 30 calendar days after receipt of order for "Out of Stock" items.		

Description	Manufacturer	Dimensions	Current List Price	Percentage Discount	Delivered Price after Discount been applied
Standard Single Tier Locker	Republic Storage Systems LLC	12X12X72	\$211.41	52%	\$101.48
Standard Single Tier Locker	Penco Products	12x12x72	\$226.90	51.5%	\$110.05
Heavy Duty Ventilated Locker Single Tier	Penco Products	12x12x72	\$326.45	51.5%	\$158.33
Heavy Duty Ventilated Locker Double Tier	Penco Products	12x12x72	\$394.95	51.5%	\$191.55
Heavy Duty Ventilated Locker Double Tier	Republic Storage Systems LLC	12X12X72	\$407.37	52%	\$195.54
Heavy Duty Ventilated Locker Single Tier	Republic Storage Systems LLC	12X15X72	\$354.17	52%	\$170.00