



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

Tri-Logistics  
9108 Westphalia Road, Suite A  
Upper Marlboro, MD 20774  
Telephone: 301.736.1085  
Contact: Brandi McCoy  
Contact Email: [brandi@tri-logistics.net](mailto:brandi@tri-logistics.net)

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**

Tri Logistics 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 Tri Logistics 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:

**\$ 74,447.35**

**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 Sasscer 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.
- 

**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 Sasscer 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:

 August 26, 2019

 9/27/19

SIGNATURE

DATE

SIGNATURE

DATE

Angela A. McElhough

Johnna Smarr

NAME

NAME:

President/CEO

Acting Director, Purchasing & Supply Services

TITLE

TITLE

Tri-Logistics

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

FIRM

 11.4.19

SIGNATURE


DATE

Mark Fossett

NAME:

Associate Superintendent for Supporting Services

TITLE

 11/4/19

SIGNATURE

DATE

Barry Stanton

NAME:

Chief Operating Officer

TITLE

**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.

Contract Pricing

Item Number	Description/Specification	Sample Brand/Model	Estimated Qty	Unit/NET Price	Extended Price	Proposed Brand/Model
55	Folding Table, 30"x72" Fixed 27" Height	Correll (F3072P27)	50	\$219.45	\$ 10,972.50	Correll
56	Folding Table, 30"x72", Fixed 29" Height	Correll (F3072P29)	50	\$197.94	\$ 9,897.00	Correll
57	Folding Table, 30"x72", Adj. Height (22"-29")	Artco Bell (1550), Correll (CFA3072P)	50	\$237.53	\$ 11,876.50	Correll
58	Folding Table, 30"x60", Fixed 27" Height	Correll (F3060P27)	50	\$200.85	\$ 10,042.50	Correll
59	Folding Table, 30"x60", Fixed 29" Height	Correll (F3060P29)	50	\$180.19	\$ 9,009.50	Correll
60	Folding Table, 30"x60", Adj. Heights (22"-29")	Artco Bell (1530), Correll (CFA3060P)	50	\$219.93	\$ 10,996.50	Correll
75	Table, Library, Rectangle, 30"x60"x29"	Jonti-Craft (S8929JCC), Allied (LC3060)	10	\$210.97	\$ 2,109.70	Jonti Craft
76	Table, Library, Round, 48" Diameter, 29" Height	Jonti-Craft (54329JCC), Allied (LB48CR)	10	\$212.75	\$ 2,127.50	Jonti Craft
111	25 Cubbies-Tray Mobile Storage w/ Colored Trays, W48"xD15"xH35.5, 145 lbs.	Jonti-Craft (0426JC)	1	\$607.67	\$ 607.67	Jonti Craft
112	5 Section Coat Locker, W48"xD15"xH50.5", 123 lbs.	Jonti-Craft (2681JC)	1	\$503.65	\$ 503.65	Jonti Craft
116	Two-Shelf Bookcase, W36"xD12"xH36", 58 lbs.	Jonti-Craft (1723JC)	1	\$384.94	\$ 384.94	Jonti Craft
137	End Table, Wood	Lesro (L1470T5)	1	\$243.31	\$ 243.31	Lesro
138	Coffee Table, Wood	Lesro (L1270T5)	1	\$169.25	\$ 169.25	Lesro
140	Monitor Arm w/Keyboard Shelf, Clamp Attachment	HON (HS1101)	1	\$379.95	\$ 379.95	HON
141	Desk/Table, Adjustable Height, 3-Stage Base, 60"x24" Top	HON (HHAT2460W) / HHAT3S2460W	1	\$794.14	\$ 794.14	HON
142	Top, 120"Lx48W" w/Base	HON (HTLC48120GN/HTLP120)	1	\$851.77	\$ 851.77	HON
145	Top, 120"Lx48W" w/Base	HON (TLT48120T.N.N.N./TLT120) / HTLA48120 & HTLP120	1	\$851.82	\$ 851.82	HON
146	Top, 96L"x 48W" w/Base	HON (TLT4896T.N.N.N./TLT96) / HTLA4896 & HTLP96	1	\$771.31	\$ 771.31	HON
147	Table, Rectangle 120"x48" 2" Laminate Top	LORELL (LLR PRC4860MY / LLR PLB24HMY)	1	\$414.78	\$ 414.78	Lorell
148	Table, Rectangle 96"x48" 1.5" Laminate Top	LORELL (LLOR 34338 / LLR 69151))	1	\$430.41	\$ 430.41	Lorell
151	Desk, Single Pedestal, L/R Approx. 66"x 30"x 29-1/2"	HON (H10584L/H10583R)	1	\$560.95	\$ 560.95	HON
152	Return, Right or Left, 48"x 24"	HON (H10515R/H10516L)	1	\$451.70	\$ 451.70	HON

## Percentage off Discount

Manufacturer		% Off Discount
184	Correll	33%
186	HON	52%
187	Jonti-Craft	47%
188	KI	29%
189	Lakeshore	5%
190	Lesro	43%
191	Lorell	51%
192	MooreCo	55%
194	National Public Seating	36%
197	Scholar Craft	60%
<b>Systems Furniture</b>		
Manufacturer		% Off Discount
202	HON	51%
<b>Casegoods Furniture and Office Seating</b>		
Manufacturer		% Off Discount
205	Balt	55%
206	Global	63%
207	HON	52%
208	National Public Seating	40%
209	Safco	51%
<b>Metal Filing, Bookcases and Storage</b>		
Manufacturer		% Off Discount
213	HON	61%



## Percentage off Discount

Manufacturer		% Off Discount
184	Correll	33%
186	HON	52%
187	Jonti-Craft	47%
188	KI	29%
189	Lakeshore	5%
190	Lesro	43%
191	Lorell	51%
192	MooreCo	55%
194	National Public Seating	36%
197	Scholar Craft	60%
<b>Systems Furniture</b>		
Manufacturer		% Off Discount
202	HON	51%
<b>Casegoods Furniture and Office Seating</b>		
Manufacturer		% Off Discount
205	Balt	55%
206	Global	63%
207	HON	52%
208	National Public Seating	40%
209	Safco	51%
<b>Metal Filing, Bookcases and Storage</b>		
Manufacturer		% Off Discount
213	HON	61%