



PURCHASING AND SUPPLY SERVICES

De'Nerika Johnson, MBA, CPPO, NIGP-CPP
Acting Director of Purchasing and Supply Services
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952 6560

REVISED NOTICE OF CONTRACT AWARD

December 14, 2023

TD Equipment Finance, Inc.
4061 Power Mill Rd, Suite 420
Calverton, MD 20705
Tel No.: 240.938.1653
Contact Name: Margaret Morris
Email: Margaret.Morris@td.com

Donna Parks
Telephone: 301.952.6560
Email: Donna.parks@pgcps.org

Technical POC: Janina Tanger
Email: janina.carver@pgcps.org

SUBJECT: RFP PUR 001-24 Finance the Procurement of Replacement Buses, Non-Bus Vehicles, Textbooks, Classroom Equipment and Instructional Computer Refresh FY 2024.

TD Equipment Finance, Inc. has been selected as the Awardee to provide services in accordance with the above-referenced **RFP PUR-001-24**. 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 Prince George's County Public Schools (PGCPS) before this contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board 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.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a Notice to Proceed (NTP) has been issued. If a NTP has not been issued, work shall not commence until Awardee is in receipt of a Purchase Order signed by the Purchasing Agent.

Failure to sign the contract award via ADOBE and return all required documents within the specified time of **five (5) days**, may rule your offer null and void and, therefore, award shall be made to the next lowest responsive bidder.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically.

iSUPPLIER REGISTRATION

All Awardees must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: <https://www.pgcps.org/offices/purchasing/isupplier>

Awardees must provide their iSupplier Number at the time the Notice of Award is signed.

- If your company is not properly registered as an Awardee, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

PERFORMANCE/PAYMENT BOND – N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$0.00 made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND, 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.

INSURANCE

Certificate of Insurance, made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN **FIVE (5) DAYS**. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with the current contract is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

CONTRACT AWARD AMOUNT

Total Estimated Contract:

\$42,400,182.00

CONTRACT TERM

The term of the contract will be from **December 15, 2023 through December 14, 2029**.

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 the renewal shall not exceed **two (2) additional one (1) year periods**. Renewals shall not exceed available options under the current contract without prior approval from the Purchasing and Supply Services Director.

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.

AVAILABILITY OF FUNDS

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. 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. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable).

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*, any and all Awardees, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The fingerprint background checks and CPS clearances must be completed through PGCPs at one of the authorized locations listed on the PGCPs website <https://www.pgcp.org/offices/humanresources/fingerprinting> **No person may begin working in PGCPs until fingerprint background check results are received.**

- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPs schools and can be accessed through the PGCPs website [Required Training for Contractors \(pgcps.org\)](http://Required Training for Contractors (pgcps.org)).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), an Awardee of a Board of Education contract who provides a service to a school or to the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Awardee shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.
- f. Prior to initiating any work at a school building, current and future employees of Awardee must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Awardee agrees to provide the designated PGCPs representative and the PGCPs Purchasing Department 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. It is the responsibility of the Awardee 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.

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

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS

Awardees 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.

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.

LAWS AND PERMITS

The Awardee shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Awardee. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

TERMINATION FOR DEFAULT

When the Awardee has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of an Awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Awardee is not entitled to any costs incurred up to the date of termination. In the event of a default by the Awardee, this Contract may be terminated.

TERMINATION FOR CONVENIENCE

The Board has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Awardee, provided that the Awardee shall be compensated for services rendered prior to the date of termination.

THIS NOTICE OF AWARD and all documents associated with the solicitation and offer will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **IFB PUR-001-24** for applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Margaret Mary Morris Dec 22, 2023
Margaret Mary Morris (Dec 22, 2023 09:58 EST)
SIGNATURE DATE

De'Nerika Johnson Dec 23, 2023
SIGNATURE DATE

Margaret Mary Morris Vice President -Regional Mgr
NAME and TITLE

DeNerika Johnson, Acting Director, Purchasing & Supply Services
FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
UPPER MARLBORO, MARYLAND 20772

TD Equipment Finance, Inc
FIRM

SUPPLIER ID No. 47599

Anna Parks Dec 20, 2023 DF
DF

CONTRACT PRICING

Vendor pricing shall adhere to the negotiated pricing detailed in the pricing proposal/bid form. No other charges or price changes will be accepted without prior approval from the BOARD.¹

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|-----------------------------------|--|
| ** ACQUISITION DESCRIPTION | <i>Replacement Buses, Non-Bus Vehicles, Textbooks, Classroom Equipment and Instructional Computer Refresh FY 2024</i> |
| ** ACQUISITION COST | \$42,400,182.00 |
| ** PAYMENT FREQUENCY | Annually in Advance |
| ** LEASE TERMS | Five (5) Years |
| ** FIRST PAYMENT DATE | 15-Dec-23 |
| ** PAYMENT AMOUNT | \$9,215,434.38 |
| ** TOTAL COST OF FINANCING | \$46,077,171.90 |
| ** FIXED INTEREST RATE | 4.34% |
| ** TOTAL INTEREST | \$3,676,989.90 |
| ** INTERIM INTEREST | NONE |
| ** DATE OF FUNDING | 15-Dec-23 |