

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

November 1, 2018

Noland Company 10512 Balls Ford Road Manassas, VA 20109 Telephone: 703,369,5531

Fax: 703.369.9065 Contact: Jesse Clarke

Email: jwclarke1@noland.com

Buyer: Dariya Jackson Phone: 301.952.6726 Fax: 301.952.6605

Email: dariya.jackson@pgcps.org

SUBJECT: Provide Bottle Filler Stations/ Water Fountains at Various Schools Throughout the County

Noland Company has been selected as the vendor to provide services in accordance with the above-mentioned contract and quote dated 10/24/18. 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 **Noland Company** 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 <u>all</u> 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.

PERFORMANCE/PAYMENT BOND (N/A)

If required the successful respondents shall submit a performance bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work which a contract or purchase order is awarded that exceed \$100K (Comar 21.06.07.03). The Board reserves the right to request performance bond for amount under or over \$1000.00. The performance bond shall be submitted within the return of the signed contract award WITHIN TEN (10) BUSINESS DAYS.

CONTRACT TERM

The term of the contract will be from date of award until project completion.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

\$25,620.00

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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 **Notice of Award** 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

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- 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

Offerors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Offerors 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 Offeror.

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 **Notice of Award** for all applicable terms and conditions.

Notice of Award

Noland Company			ya:			
ACCEPTED BY:						
FOR THE FI	IRM:	FOR THE BOARD OF EDUCATION:				
Je aur	Nov 7+1 2018	MAL	11/20/18			
SIGNATURE	DATE	SIGNATURE /	DATE			
Jesse Clarke		Robert Johnson, Esq.				
NAME		NAME:				
Account Salesman		Director, Purchasing & Supply	Services			
TITLE		TITLE				
Noland Company		FOR THE BOARD OF EDUC OF PRINCE GEORGE'S COU				
FIRM / /		LIPPER MARLBORO, MARY	LAND 20772			

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CONTRACT PRICING

Description	Quantity	Unit Price	UOM	Extended Price
H/T #HTHB-HVRS Vandal Proof Single w/BTL Fill with Filter	20	\$1,200.00	EA	\$24,000.00
H/T #HTHBHVR8BL Vandal Proof BI-Level BTL Filler w/Filter	1	\$1620.00	EA	\$1620.00
Total Cost				\$25,620.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625	PHONE (A/C, No, Ext): 513-977-3100 FAX (A/C, No):				
Cincinnati OH 45202	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE NAIC #				
	INSURER A: Travelers Property Casualty Co of America 25674				
INSURED WINSINC-02	INSURER B: Travelers Indemnity Co of America 25666				
Manassas Noland Co. 10512 Balls Ford Road	INSURER C: Travelers Indemnity Company 25658				
Manassas, VA 20109	INSURER D : Aspen American Insurance Company 43460				
	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 1656903850

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ	Υ	TC2JGLSA- 8B345398-18	10/1/2018	10/1/2019	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
		CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$
	ш	Included						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 15,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
		OTHER:							\$
A	AUT	OMOBILE LIABILITY	Y	Y	TC2JCAP-8B345405-18 TC2JBAP-8B345429-18	10/1/2018 10/1/2018	10/1/2019 10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
'`		ANY AUTO				10, 1,2010	10/ 1/2010	BODILY INJURY (Per person)	\$
	Χ	OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	Х	Symbol 10 X Phys Damage						ACV/Retention	\$ 1,000,000
D	Х	UMBRELLA LIAB X OCCUR	Y		CX009FU18	10/1/2018	10/1/2019	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION \$ 0							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N		Υ	TC2HUB-8B345374-18 TRKUB-8B345386-18	10/1/2018 10/1/2018	10/1/2019 10/1/2019	X PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
1	(Man	CER/MEMBEREXCLUDED?						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α	Gara	gekeepers			TC2JCAP-8B345442-18	10/1/2018	10/1/2019	Limit Retention	3,000,000 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Policy # TC2HUB-8B345374-18 covers: AL, AR, CA, CO, CT, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MN, MO, MS, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT VA, WV

Workers Compensation Policy # TRKUB-8B345386-18 covers AZ, MA and WI

The Board of Education of Prince George's County is hereby named as Additional Insured when required by written contract. 30 Day's notice of cancellation applies. The Insurance company is prohibited from pleading government function in the absence of any specified written authority from the Board of Education of Prince George's County per form CG 2414 (11/85).

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Prince Georges County Public Schools 13300 Old Marlboro Pike Upper Marlboro, MD 20772-9983

AUTHORIZED REPRESENTATIVE

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