

Keith Stewart, Director

Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772

NOTICE OF CONTRACT AWARD PGCPS DBS 021-23

Rider: Sourcewell Rider Contract 040621-WQI

September 15, 2022

Wastequip Manufacturing Company, LLC
6525 Morrison Blvd., Suite 300
Charlotte, NC 28211
Contact: John Defenbaugh
Phone: 704.366.7140
Email: jdefenbaugh@wastequip.com

Eyvette Wright
Telephone: 301.952.6571
Fax: 301.952.6605
Email: eyvette.wright@PGCPS.org

SUBJECT: Rider Contract Sourcewell 040621-WQI, Waste & Recycling Equipment and Container Replacement

Wastequip Manufacturing Company, LLC has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned under **Sourcewell 040621-WQI** at PGCPS Facilities. 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 responsible cost. 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, but reserves the right to purchase any item/items listed in the price schedule submitted.

Failure to sign the contract award via ADOBE 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.

Until the contract is fully executed and a Purchase Order is issued or a Notice to Proceed (NTP) is issued by the Department of Purchasing and Supply Services, authorization for mobilization or commencement of work is forbidden.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. Vendors must provide an electronic copy of the PGCPS Registration Approval Notice within two (2) days of providing the vendor signed Notice of Award. Email should be sent to the list of recipients from the electronic request. If your company is not properly registered as a vendor, 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.

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PERFORMANCE/PAYMENT BOND – Not Applicable for This Notice of Award

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 20772-9983**, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

INSURANCE

A Certificate of Insurance (COI) must be provided prior to full execution of Notice of Award. The COI must be 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 within 5 (five) 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.

CONTRACT AWARD ESTIMATED AMOUNT

The amount of award is not to exceed during the term of contract \$250,000

CONTRACT TERM

The term of the contract will be effective from date of full execution until **June 2, 2025**.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization to commence service/work/deliveries **may** be given prior to receipt of purchase order due to an approved Emergency. If a *Notice to Proceed* has not been issued, work shall not commence until receipt of a **Purchase Order** signed by the Purchasing Agent.

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 available renewal options under **Sourcewell 040621-WQI**

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 proposal document(s).

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.

FINGERPRINTING AND CRIMINAL BACKGROUND

The awardee will make all deliveries at 4801 Brown Station Road, Upper Marlboro MD. The contractor shall avoid any engagement with student(s) during delivery. The contractor shall require fingerprinting for any employee that engages or has direct contact with student(s) during a delivery. If direct contact occurs, the following applies:

- a. Any and all current and future employees of Consultant 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 SafeSchools 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

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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 SafeSchools.

CRIMINAL BACKGROUND CHECKS

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 requirements specified below.
- b. The Vendor agrees to provide the designated PGCPS representative with a list of all carriers that will support deliveries for this contract at PGCPS Facilities. The vendor shall provide an immediate update of changes to the carrier list when it occurs. All correspondence should include the following information as applicable:
 - i. title of the project
 - ii. contract number; and
 - iii. PGCPS representative/project manager
- c. The Vendor agrees that all subcontracted carriers in support of this contract will not be issued work until they obtain confirmation that the carrier used has adhered to a background check.

RESTRICTIONS ON EMPLOYEE ASSIGNMENTS WHEN WORKING INSIDE A PGCPS LOCATION

Vendors are prohibited from assigning the following persons from working inside 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.

COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor, subcontractor, or employee of Partner (referred to herein as "Partner's staff"), unless otherwise stated and to the extent possible:

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1. Partner shall be required to submit a list or other documentation of all Partner's staff who tested positive by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which PGCPS facility is open by close of business. This requirement shall continue each week during the term of this Contract.
2. PGCPS will not be responsible for testing Partner's staff.
3. PGCPS shall be required to wear a mask at all times to minimize risk while at PGCPS facility or engaging with PGCPS staff.

LAWS AND PERMITS

The contractor 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.

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 **Sourcewell 040621-WQI** for additional terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:


John Defenbaugh (Sep 16, 2022 11:11 EDT)

Sep 16, 2022


keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 19, 2022 08:54 EDT)

Sep 19, 2022

SIGNATURE

DATE

SIGNATURE

DATE

John Defenbaugh

NAME

Keith Stewart

NAME:

President

TITLE

Director, Purchasing & Supply Services

TITLE

Toter, LLC.

FIRM

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

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VENDOR CONTRACT PRICING

See attached

Wastequip #040621-WQI

Pricing for contract #040621-WQI offers Sourcewell participating agencies the following discounts:

- Wastequip® Steel Container Products: Special Market Pricing
- Wastequip® Compaction Products: 5% to 20% off Catalog List Pricing
- Confab® Steel Container Products: Special Market Pricing
- Galbreath® Mobile Products: 5% to 20% off Catalog List Pricing
- Amrep® Mobile Products: Special Market Pricing



Sep 16, 2022


DBS021-23 Wastequip Sourcewell Rider for Dumpster Delivery


Final Audit Report


2022-09-19


Created:	2022-09-15
By:	eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoxBIToFhs2AyMC3sBkTSY7T418jaWkjC


"DBS021-23 Wastequip Sourcewell Rider for Dumpster Delivery" History


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 Agreement completed.
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