

NOTICE OF CONTRACT AWARD

February 8, 2023

Daycon Products Company, Inc. 16001 Trade Zone Avenue Upper Marlboro, MD20774 Tel No.: 301.218.1000 X7019 Contact Name: Jeff Lego Email: jeff.lego@daycon.com Buyer: Diane Forde Telephone: 301.965.6607 Email: Diane.Forde@pgcps.org

Technical Representative: Jordan Smith Email: Jordan.Smith@pgcps.org

SUBJECT: Rider Fairfax County Public Schools Contract No. 4400006125 Miscellaneous Custodial Supplies

Daycon Products Co. Inc., has been selected as the Awardee to provide services in accordance with the above-referenced **Fairfax County Public Schools Contract No. 4400006125 Miscellaneous Custodial Supplies**. 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: <u>https://www.pgcps.org/offices/purchasing/isupplier</u>

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.

Notice of Contract Award

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 <u>current</u> 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

CONTRACT TERM

The term of the contract will be from September 1, 2022 through August 31, 2023.

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 the <u>remaining</u> 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 <u>Administrative Procedure 4215</u> *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.pgcps.org/offices/humanresources/fingerprinting No person may begin working in PGCPS until fingerprint background check results are received.

\$500,000.00

- 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 <u>Required Training for Contractors (pgcps.org)</u>.
- 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)
- 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.

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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 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 **FCPS Contract No. 4400006125** for applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Jeff Lego on behalf of John Poole Feb 10, 2023

SIGNATURE Jeff Lego on behalf of John Poole DATE Contract Specialist

NAME and TITLE

Daycon Products Co Inc

FIRM

iSUPPLIER ID No. _____

Kethstewart@pgcps.org keith.stewart@pgcps.org (Feb 13, 2023 10:24 EST) Feb 13, 2023

FOR THE BOARD OF EDUCATION:

SIGNATURE

DATE

Keith Stewart, Director, Purchasing & Supply Services FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS



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.

IFB Line #	Material #	Item Description	Manufacturer	Part #	UOM	Current Price	New Price	Approx.% Difference/ Comment
1	85092707901	TOWEL, TERRY	DAYCON	TTW10	СТ	\$23.24	\$23.94	3%
4	48575101257	POLYLINER, 30-33 GALLON	REVOLUTION	PC39XHBK	CS	\$20.11	\$22.72	13%
5	48575101281	POLYLINER, 44 GALLON	REVOLUTION	PC44XPN	РК	\$19.39	\$21.33	10%
6	48575101356	POLYLINER, 56 GALLON	REVOLUTION	PC47XTBK	РК	\$30.64	\$33.70	10%
7	48575101208	POLYLINER, 5 GALLON	REVOLUTION	РС07ХНВК	CS	\$18.21	\$20.03	10%
8	10006301773	CONTAINER,POLYETHYLENE, 44 GALLON,W/O LID	RUBBERMAID	264360GRAY	EA	\$41.60	\$41.60	0%
9	48564295029	BAG, CADDY, FOR 44 GL. TRASH CONTAINER	IMPACT	7705	EA	\$30.61	\$30.61	0%
10	45065203007	DOLLY, REFUSE CONTAINER, BLACK	RUBBERMAID	2640BLACK	EA	\$46.21	\$46.21	0%
11	45017331500	CAN, SAFETY 2 GALLON FOR FLAMMABLES	JUSTRITE	7120100	EA	\$50.46	\$50.96	1%
12	45017331526	CAN, SAFETY 5 GALLON FOR FLAMMABLES	JUSTRITE	7150100	EA	\$58.25	\$58.83	1%
13	48568194202	BUCKET, ROUND, HEAVY DUTY, PLASTIC	RUBBERMAID	FG261400G RAY	EA	\$12.86	\$12.86	0%
14	64080400514	RECEPTACLE, SANITARY	RUBBERMAID	6140WHITE	EA	\$47.02	\$47.02	0%
15	64015611607	BAGS, WAXED, SANITARY	IMPACT (HOSPECO)	25121298/H S6141	CS	\$19.13	\$20.28	6%

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IFB Line #	Material #	Item Description	Manufacturer	Part #	UOM	Current Price	New Price	Approx.% Difference/ Comment
18	48510150260	BROOM, CORN, JANITORIAL, HEAVY DUTY	NEXSTEP GREENWOOD	506CB	EA	\$8.27	\$8.52	3%
19	48510200909	BROOM, FLOOR, 36" BLACK, W/O HANDLE	NEXSTEP	1830-36	EA	\$17.08	\$18.82	10.2%
20	48510163206	BROOM, GARAGE, 24", STIFF FIBRE	CARLISLE	586967	EA	\$13.85	\$15.23	10%
21	48510151466	BROOM, LOBBY, TOY	NEXSTEP 6201-6	958147	EA	\$4.67	\$4.84	3.6%
23	48510761009	BRUSH, SCRUB, HAND, 6"	NEXSTEP	490339BR	EA	\$1.58	\$1.74	10.1%
24	48553500405	DUSTER, ALL PURPOSE, 24" LONG DUSTER	ORGIL/CALIF DUSTER	497024	EA	\$9.82	\$10.35	5.4%
25	48553500496	DUSTER, MINI, WEDGE SHAPED, COTTON HEAD	CALIFORNIA MINI DUSTER	62447	EA	DELETE	DELETE	ZERO
26	48610931007	HANDLE, BROOM, FLOOR, WOOD, 60",15/16"D	GREENWOOD NEXSTEP	MT412	EA	\$3.98	\$4.54	14%
27	48594406026	DUST PAN, LOBBY, PL HOPPER W/ALUM HANDLE	IMPACT	812PAN	EA	\$10.63	\$10.95	3%
28	48588570258	PADS, CLEANING, SCRUB- N-STRIP, BROWN	3M	741862	BX	\$10.41	\$10.88	4.5%
29	48588570506	PADS, CLEANING, POLYESTER, 6" X 9"	AMERICO	164984	BX	\$2.37	\$2.54	7.2%
30	36530503121	PADS, FLOOR MACHINE 12" WHITE BUFFER	AMERICO	G12W	BX	\$6.27	\$6.71	7%
31	36530503105	PADS, FLOOR MACHINE 12" TAN BUFFER	AMERICO	12CHAMP	BX	\$6.52	\$6.98	7%
32	36530503147	PADS, FLOOR MACHINE 13" TAN BUFFER	AMERICO	654643	BX	\$7.00	\$7.49	7%
33	36510511201	PADS, FLOOR MACHINE, 13" WHT LT CLEANER	AMERICO	G13W	BX	\$6.85	\$7.33	7%
34	36510511177	PADS, FLOOR MACHINE, 13" GREEN SCRUBBING	AMERICO	G13GRE	BX	\$6.85	\$7.33	7%
35	36530503162	PADS, FLOOR MACHINE, 19" TAN BUFFER	AMERICO	G19BEIGE	BX	\$12.30	\$13.16	7%
36	36510511920	PADS, FLOOR MACHINE, 19" BLACK STRIPPER	AMERICO	G19B	BX	\$11.73	\$12.55	7%
37	36510511946	PADS, FLOOR MACHINE, 19" GREEN SCRUBBING	AMERICO	G19G	BX	\$11.73	\$12.55	7%
38	36510512001	PADS, FLOOR MACHINE, 20" BEIGE, BUFFER	AMERICO	G20BEIGE	BX	\$12.12	\$12.97	7%
39	36530503089	PADS, FLOOR MACHINE, 20" BURNISHING	AMERICO	GP20	BX	\$13.33	Delete Use G20Beige	ZERO
40	48565253209	HOLDER, PAD, DOODLEBUG, SWIVEL	AMERICO	2000	EA	\$8.95	\$9.58	7%
41	48572333515	MOPHEAD, WET, LARGE SIZE, BLUE, PRESHRUNK	RUBBERMAID SUPER STITCH	384298	EA	\$6.29	\$6.29	0%
42	48572333572	MOPHEAD, WET, LARGE SIZE, GREEN, PRESHRUNK	RUBBERMAID SUPER STITCH	FGD253- 06GR00	EA	\$6.18	\$6.18	0%
43	48572333598	MOPHEAD, WET LARGE SIZE, ORANGE	RUBBERMAID	FGA25306 -OROO	EA	\$9.88	\$9.88	0%

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IFB Line #	Material #	Item Description	Manufacturer	Part #	UOM	Current Price	New Price	Approx.% Difference/ Comment
44	48572333549	MOPHEAD, WET, LARGE, FINISH	NEXSTEP 97351	646315	EA	\$8.54	\$8.54	0%
45	48570407097	HANDLE, MOP, PLASTIC, SPEED CHANGE, 60", 1"D	NEXSTEP	96516	EA	\$9.30	\$10.10	8.6%
46	20139282006	GLOVES, CANVAS, MENS, JERSEY	SAFETY ZONE	GSBDLARGE	DZ	\$9.36	\$9.72	3.8%
48	20142460920	GLOVES, CHEM RESIST, NAT, LATEX, LARGE	SAFETY ZONE	242LARGE	DZ	\$10.44	\$10.92	4.6%
49	20142460912	GLOVES, CHEM RESIST, NAT, LATEX, MEDIUM	SAFETY ZONE	242MED	DZ	\$10.44	\$10.92	4.6%
50	20142460904	GLOVES, CHEM RESIST, NAT, LATEX, SMALL	SAFETY ZONE	242SMALL	DZ	\$10.44	\$10.92	4.6%
51	44512340900	KNIFE, PUTTY, 1-1/4"	ORGILL	659789	EA	\$3.99	\$4.07	2%
52	44512785989	SCRAPER, RAZOR, SINGLE- EDGED, STEEL	AMERICAN SAFETY	BLADE 547731	EA	\$1.56	\$1.59	2%
53	44512063999	BLADES, RAZOR, SINGLE- EDGED, REPLACEMENT	AMERICAN SAFETY	RAZORBLADE 668675	BX	\$3.27	\$3.50	7%
54	44512785971	SCRAPER, RAZOR, W/DULL & SHARP ANGLES	UNGER	SH25C	EA	\$12.47	\$15.19	22%
55	44512060904	BLADES, RAZOR, 4", REPLACEMENT	UNGER	750100	РК	\$6.83	\$7.49	9.7%
56	48570620756	MOP HOLDER, MICROFIBER	UNGER	SM40R	EA	\$26.17	\$31.44	20.1%
57	48572524501	MOP, MICROFIBER	UNGER	MM40R	EA	\$11.20	\$12.77	14%
58	48510811002	BRUSH, SANITARY, 18"	UNGER	PB45R	EA	\$14.66	\$17.24	17.6%
59	80186312106	SIGN, CAUTION, BILINGUAL	RUBBERMAID	6112YELLOW	EA	\$11.01	\$11.01	0%
60	48510482200	BRUSH, TOILET BOWL, ERGO 26" HANDLE	UNGER	BBCOR	EA	\$9.84	\$10.43	6%
61	48510482509	BRUSH,HEAD, TOILET	UNGER	BBRHR	PK	\$6.87	\$7.28	6%
64	36515551954	DEFOAMER, CARPET, F/STEAM CLEANERS	DAYCON	334226	CS	\$30.00	\$36.00	20%
65	48587101006	STAIN REMOVER, CARPET, ALL PURPOSE	DAYCON	ND32310 - GONE II	CS	\$29.64	\$34.74	17.2%
67	47564972009	GRAFFITI WIPES, ODORLESS TOWEL, TREATED	CLAIRE	C00349	CS	\$69.74	\$75.05	7.6%
69	48525107503	CLEANER, TILE, PORCELAIN, LIQUID CREAM	DAYCON	586961	CS	\$36.48	\$39.72	8.9%
71	48586502006	SOAP, HAND, FOAMING, GREENSEAL	DEBS	280868	CS	\$36.35	\$39.69	9.2%
73	48540274007	DISINFECTANT, CLEANER, FOAM, AEROSOL	LYSOL	02775RC	CA	\$3.19	DELETE	ZERO
76	48564295508	CART, JANITORIAL MAINTENANCE	RUBBERMAID	6173BLACK	EA	\$115.10	\$115.10	0%
77	48564157005	BAG, VINYL, JANITORIAL MAINTENANCE CART	RUBBERMAID	514648	EA	\$48.48	\$48.48	0%

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IFB Line #	Material #	Item Description	Manufacturer	Part #	UOM	Current Price	New Price	Approx.% Difference/ Comment
78	48508590766	SPRAYER & BOTTLE, 24 OZ,PLASTIC, 3/PACK	IMPACT	5024SS	PK	\$5.95	\$6.43	8%
80	48588891019	SQUEEGEE, WINDOW, 10", W/STRAIGHT BLADE	UNGER	ES250	EA	\$12.56	\$13.31	6%
81	67055523350	HANDLE, T-BAR, 10"	UNGER	EH250	EA	\$7.02	\$7.44	6%
82	48565255253	MICROFIBER STRIP, WASHER SLEEVE, 10"	UNGER	NS250	EA	\$10.97	\$11.49	4.7%
84	81057551541	DE-ICING COMPOUND	SEABOARD	ICP50	CS	\$15.28	\$15.28	0%
85	44561852144	SHOVEL, SNOW	AMES	1603400	EA	\$28.34	\$28.65	1%
98	48554363183	FLOOR FINISH & SEALER	DAYCON	305768- TOP GUN	CS	\$55.68	\$64.04	15%
99	48555661007	FLOOR STRIPPER, STEP OFF, NO-RINSE	DAYCON	218723 – G FORCE	CS	\$48.68	\$55.96	14.95%
100	64075312019	COVERS, SEAT, TOILET, PAPER FOLD, 20 PKS	AGIO GROUP	50RAI	CS	DELETE	DELETE	ZERO
101	48568251002	BUCKET, MOP, W/DOWN PRESS WRINGER	DAYCON	333198-0	EA	\$89.66	\$89.66	0%
		Catalog Discount - 30% on all Catalog items not listed						NO CHANGE