



PURCHASING AND SUPPLY SERVICES

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

NOTICE OF CONTRACT AWARD

April 25, 2024

W A Hamilton Co Inc.
10217 Southard Drive.
Beltsville, MD 20705
Phone: 301-937-6696
POC: Philip C Hamilton
Email: phamilton@wahamilton.com

Buyer/Procurement Specialist: Vera Jones ²⁰
Telephone: 301-952-6525
Email: vera2.jones@pgcps.org
Technical Representative: Dana Dandridge
Email: dana.dandridge@pgcps.org

SUBJECT: DBS025-23 Deliver, Furnish, Install and Repair Lockers, Locker Parts and Accessories

W A Hamilton Co Inc. has been selected as the vendor to provide goods and services in accordance with the above-mentioned **DBS025-23**. 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 goods 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.

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 (**or**) the receipt of a Purchase Order.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. The iSupplier registration link is as follows: <https://www.pgcps.org/offices/purchasing/isupplier>.

Vendors must provide their iSupplier Number at the time **Notice of Award is signed**. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier 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 – 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**, must be submitted to the PURCHASING OFFICE WITHIN TEN (10) DAYS.

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INSURANCE

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, must be submitted to the PURCHASING OFFICE within 5 (five) business days. 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

Annual Fixed Cost	\$ 78,000.00
The amount of award is not to exceed	\$100,000.00

CONTRACT TERM

The term of the contract will be effective from date of full execution through **April 30, 2027**.

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 option renewals is **two (2) one-year of option periods**. Renewals shall not exceed available options under **DBS025-23** without prior approval from the Purchasing and Supply 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 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.

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 Vendors, 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 Prince George's County Public Schools at one of the authorized locations listed on the PGCPs website (<https://www.pgcp.org/fingerprinting/#service>). **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 (<https://www.pgcp.org/offices/compliance/student-safety/required-training-for-contractors>).

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- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service to a school or 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 Vendor 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.
- e. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- f. 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
- g. Executed task orders related to this contract will not be issued by the PGCPs Purchasing Department until proof has been provided that the background check and training requirements have been completed.

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 neglecter 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

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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 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 **DBS025-23** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Philip C Hamilton Apr 25, 2024

Philip C Hamilton (Apr 25, 2024 11:48 EDT)
SIGNATURE DATE

Philip C Hamilton

NAME

President

TITLE

W. A. Hamilton Co., Inc.

FIRM

phamilton@wahamilton.com

TITLE

1276

iSUPPLIER ID

FOR THE BOARD OF EDUCATION:

De'Nerika Johnson Apr 25, 2024

SIGNATURE DATE

De'Nerika Johnson

NAME

Director, Purchasing & Supply Services

TITLE

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

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**ATTACHMENT A
CONTRACT PRICING**

Vendor pricing shall adhere to the negotiated pricing detailed in the pricing proposal/bid form. Items not priced under agreement shall not be ordered under agreement.

FOR THE FIRM (Signature for Contract Pricing):

Philip C Hamilton
Philip C Hamilton (Apr 25, 2024 11:48 EDT)

SIGNATURE

Apr 25, 2024

DATE

Primary Contact Information					
Bidder Name	W. A. Hamilton Co., Inc.				
Phone Number	301-937-6696				
Email Address	phamilton@wahamilton.com				
THE BELOW SECTION IS FOR EVALUATION PURPOSES ONLY. SOLICITATION WILL BE AWARDED ON HIGHEST DISCOUNT OFF OF LIST PRICE					
ITEM DESCRIPTION	MANUFACTURER	DIMENSIONS	CURRENT LIST PRICE	PERCENTAGE DISCOUNT	DELIVERED PRICE AFTER DISCOUNT HAS BEEN APPLIED
Standard Single Tier Locker	Republic Storage Systems LLC	12x12x72	\$ 342.00	45%	\$ 188.10
Standard Single Tier Locker	Penco products	12x12x72	\$ 308.00	45%	\$ 169.40
Heavy Duty Ventilated Locker Single Tier	Penco Products	12x12x72	\$ 526.00	45%	\$ 289.30
Heavy Duty Ventilated Locker Double Tier	Penco Products	12x12x72	\$ 620.00	45%	\$ 341.00
Heavy Duty Ventilated Locker Double Tier	Republic Storage Systems LLC	12x12x72	\$ 650.00	45%	\$ 357.50
Heavy Duty Ventilated Locker Single Tier	Republic Storage Systems LLC	12x12x72	\$ 545.00	45%	\$ 299.75
TOTAL COST (after discount)					\$ 1,645.05

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Primary Contact Information					
Bidder Name	W. A. Hamilton Co., Inc.				
Phone Number	301-937-6696 (24 Hours/Day)				
Email Address	phamilton@wahamilton.com				
Labor Cost (Installation and Repairs - All-inclusive price quote)					
<u>ITEM # 1 - Rates</u>	Fixed Labor Rate	Annual Estimated Hours	Base Term (3 years)	Extended Grand Total	Optional Year Hourly Rate Escalation Factor (%)
Lead Technician					
Regular Hourly Labor Rate	\$ 50.00	250	X 3years	\$ 37,500.00	
Weekends & Holidays Hourly Labor Rate	\$ 75.00	50	X 3years	\$ 11,250.00	
Total Cost for Item #1				\$ 48,750.00	
<u>ITEM # 2 - Rates</u>	Fixed Labor Rate	Annual Estimated Hours	Base Term (3 years)	Extended Grand Total	Optional Year Hourly Rate Escalation Factor (%)
Technician Helpers					
Regular Hourly Labor Rate	\$ 30.00	250	X 3years	\$ 22,500.00	
Weekends & Holidays Hourly Labor Rate	\$ 45.00	50	X 3years	\$ 6,750.00	
Total Cost for Item #2				\$ 29,250.00	
TOTAL COST FOR ITEMS #1 and #2				\$ 78,000.00	

Signature: *Vera Jones*

Email: vera2.jones@pgcps.org