November 17, 2022

B&P Environmental One 1230 Cronson Boulevard Crofton, MD 21114

Tel: 410.721.7091 Fax: 410.721.7093 Attn: Torsten Astrom

Email: Torsten@bandpenvironmental.com

Donna Parks/DF Tel: 301.952.6550

Email: Donna.Parks@pgcps.org

SUBJECT: IFB 018-22 Servicing and Maintaining Flow Base Grease and Volume Base Interceptors-Rebid

B&P Environmental One has been selected as the vendor to provide services in accordance with the above-mentioned project. 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 **B&P Environmental One** 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 Five (5) 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.

CONTRACT TERM

The term of the contract will be from November 21, 2022 through November 20, 2025.

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 two (2) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is:

See Attached Rates

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.
- D. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org 13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

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. Consultant 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.

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 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 Laws

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendor's violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract



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and entitles the Board to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

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.

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 five (5) 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 the solicitation for all applicable terms and conditions.

ACCEPTED BY:	
FOR THE FIRM:	FOR THE BOARD OF EDUCATION:
T. Aotreus	keith.stewart@pgcps.org keith.stewart@pgcps.org (Dec 1, 2022 14:06 EST) Dec 1, 2022
SIGNATURE DATE	SIGNATURE DATE
TORSTEN ASTROM	Keith Stewart
NAME	NAME:
TITLE	Director, Purchasing & Supply Services TITLE
B&P ENVIRONMENTAL ONE FIRM	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772



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See Attached Contract Pricing

CONTRACT AWARD

IFB 018-22 SERVICING AND MAINTAINING FLOW BASE GREASE AND VOLUME BASE INTERCEPTORS

For school location addresses, please visit https://schools.pgcps.org/schools/

Item No.	Location	Type of Service (Pump Down)	Traps/ Interceptors at Location	Services Required Per Year	Unit Price (Equipment, Materials and Labor)		
1	Accokeek Academy (Lower @	Volume Base		rei ieai		Labor)	
7	Upper)	Interceptor	2	4	\$ 335.00	\$ 2,680.00	
9	Avalon ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
11	Barack Obama ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
16	Benjamin Stoddert MS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
18	Berwyn Heights ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
20	Bladensburg HS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
26	Buck Lodge MS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
31	Carmody Hills ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
32	Carole Highlands ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
39	Charles H. Flowers HS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
45	Cool Spring ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
47	Cora Rice ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
54	Doswell E. Brooks ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
55	Dr. Henry Wise, Jr. HS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
56	Drew Freeman MS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
60	Edward Felogy ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
61	Eleanor Roosevelt HS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
62	Ernest E. Just MS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
64	New Fairmont Heights	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
67	Forestville HS	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
71	Francis Scott Key ES	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	
78	Glenarden Woods	Volume Base Interceptor	1	4	\$ 335.00	\$ 1,340.00	

		Volume Base		T	٦			
82	Greenbelt MS	Interceptor	1	4	\$	335.00	\$	1,340.00
83	Greenbelt ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
90	Highland Park ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
91	Hillcrest Heights ES	Volume Base	1	4	\$	335.00	\$	
93	Hyattsville ES	Interceptor Volume base			-		-	1,340.00
	Imagine Foundations @	Interceptor Volume Grease	1	4	\$	335.00	\$	1,340.00
95	Morningside Public Charter	Trap	1	4	\$	335.00	\$	1,340.00
106	Judge Sylvania Woods ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
110	Kenmoor ECC	Volume Base	1	4	\$	335.00	\$	1,340.00
113	Kingsford ES	Volume Base	1	4	\$	335.00	\$	
114	Lake Arbor ES	Interceptor Volume Base			-			1,340.00
		Interceptor Volume Base	1	4	\$	335.00	\$	1,340.00
126	Mary Harris Jones ES	Interceptor	1	4	\$	335.00	\$	1,340.00
134	Northview ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
135	Northwestern HS	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
140	Oxon Hill HS	Volume Base	1	4	\$	335.00	\$	1,340.00
143	Panorama ES	Volume Base	1	4	\$	335.00	\$	
144	Parkdale HS	Interceptor Volume Base			-			1,340.00
		Interceptor Volume Base	1	4	\$	335.00	\$	1,340.00
146	Perrywood ES	Interceptor	1	4	\$	335.00	\$	1,340.00
149	Port Town ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
150	Potomac HS	Volume Base	1	4	\$	335.00	\$	1,340.00
157	Robert R. Gray ES	Interceptor Volume Base	1	4	\$	335.00	\$	1,340.00
160	Rosa Parks ES	Interceptor Volume Base	1		_			
		Interceptor Volume Base	T-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7	4	\$	335.00	\$	1,340.00
161	Rosaryville ES	Interceptor	1	4	\$	335.00	\$	1,340.00
165	Samuel P. Massie ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
166	Scotchtown Hills ES	Volume Base Interceptor	1	4	\$	335.00	\$	1,340.00
167	Seabrook ES	Volume Base	1	4	\$	335.00	\$	1,340.00
172	Suitland ES	Interceptor Volume Base	1	4	\$	335.00	\$	1,340.00
184	Tulip Grove ES	Interceptor Volume Base	1	4	\$	335.00	\$	1,340.00
188	Vansville ES	Interceptor Volume Base	1	4	\$		\$	-
		Interceptor Volume Base				335.00		1,340.00
195	William W. Hall ES	Interceptor	1	4	\$	335.00	\$	1,340.00

200 Hydro jetting the inlet/outlet	Per service	\$ 420.00
	Per service	\$ 420.00

Total Estimated Contract Award

\$ 69,680.00