

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 EMERGENCY REQUEST

September 2, 2022

Dark Horse Enterprises  
P.O. Box 4  
Severna Park, MD 21146  
Phone: 443-758-3840  
Email: [jfortney@darkhorseinc.net](mailto:jfortney@darkhorseinc.net)

Eyvette L. Wright  
Telephone: 301.952.6571  
Fax: 301.952.6605  
Email: [eyvette.wright@pgcps.com](mailto:eyvette.wright@pgcps.com)

**SUBJECT: DBS019-23 - Emergency Request – Underground Storage Tank Removal and Installation at Baden ES**

**Dark Horse Enterprises** has been selected as the vendor to provide services in accordance with the above-mentioned **DBS019-23 Emergency Request**. 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.

DBS019-23 – Emergency Request – Underground Storage Tank Removal at Baden ES

**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, 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 \$ \$85,577.67**

**CONTRACT TERM**

This is a completion contract. The contract term is through completion of the project or November 30, 2022, whichever occurs first.

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 the 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.

**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 CHECKS**

**Employees Having Direct Contact with Students:**

- 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 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.
- c. Prior to initiating any work at a school building, current and future employees of Consultant 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 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. 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.

## **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 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. 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 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 or employee of Partner (referred to herein as “Partner’s staff”), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner’s staff who are providing services on-site at a PGCPS facility.

- a. Unless otherwise stated and to the extent possible, Partner’s services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
- b. In the event Partner’s services must be provided at a PGCPS site (not virtually):
  - i. Partner’s staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services is completed.
  - ii. Partner’s staff shall be required to submit a list or other documentation of all Partner’s staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner’s staff’s start date of services.
  - iii. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office

representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.

- iv. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative 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 schools are open by close of business. This requirement shall continue each week during the term of this Contract.
- v. PGCPs will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPs site until such time as the information is presented.

**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 **DBS019-23 Emergency Request** for all applicable terms and conditions.

ACCEPTED BY:

**FOR THE FIRM:**

Justin Fortney  
Justin Fortney (Sep 7, 2022 10:02 EDT)

Sep 7, 2022

SIGNATURE DATE

Justin Fortney

NAME

President

TITLE

Dark Horse Enterprises, Inc

FIRM

**FOR THE BOARD OF EDUCATION:**

Keith Stewart  
keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 7, 2022 10:15 EDT) Sep 7, 2022

SIGNATURE DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

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

**DBS019-23 - Emergency Request  
Underground Storage Tank Removal and Installation at Baden ES**

**VENDOR CONTRACT PRICING**

*\*\*See attached*




---

## PROPOSAL

---

<b>TO: Alex Baylor</b> Prince Georges County Public Schools 13300 Old Marlboro Pike  Upper Marlboro, MD 20772	<b>Project:</b> Baden ES - Tank Top Upgrade  <b>Job Site:</b> 13601 Baden Westwood Rd Brandywine, MD 20613  <b>Date:</b> 8/30/2022
---	---

*We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:*

- |           |                            |                    |
|-----------|----------------------------|--------------------|
| <b>1.</b> | <b>Petroleum Equipment</b> | <b>\$28,250.00</b> |
| <b>2.</b> | <b>Labor and Equipment</b> | <b>\$33,730.00</b> |

*Description of Services:*

Labor and Equipment necessary to complete the below scope of work.

<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Service Truck	15.00	\$150.00	\$2,250.00
Project Administrator	1.00	\$75.00	\$75.00
Certified UST Technician	120.00	\$85.00	\$10,200.00
Skilled Laborer	120.00	\$55.00	\$6,600.00
Helper General Laborer	120.00	\$35.00	\$4,200.00
Mini Excavator	5.00	\$320.00	\$1,600.00
Skid Loader (Tire)	5.00	\$225.00	\$1,125.00
Concrete Demo/Restoration (per sqft)	240.00	\$15.00	\$3,600.00
Super Vac 4 Hr Min	12.00	\$185.00	\$2,220.00
Backfill #8 Stone	22.00	\$55.00	\$1,210.00
Roll Off Dumpster	1.00	\$650.00	\$650.00
<b>3. Automatic Tank Gauging System</b>			<b>\$22,822.67</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
	1.00	\$22,822.67	\$22,822.67
<b>4. Testing</b>			<b>\$775.00</b>
<i>Item</i>	<i>QTY</i>	<i>Price</i>	<i>Subtotal</i>
Precision Tank Tightness Test	1.00	\$425.00	\$425.00

UST Precision Line Test	2.00	\$175.00	\$350.00
-------------------------	------	----------	----------

<b>Subtotal:</b>	<b>\$85,577.67</b>
<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$85,577.67</b>

---

### Terms and Conditions

---

35% Deposit Required before work starts or material is ordered  
**Remainder amount due 30 day's after completion.**

**\*Please review parts list for accuracy**

**\*Estimated Schedule: (4) Weeks**

**\*All work will be performed in accordance with MDE Comar 26.10 and equipment manufacture recommendations**

**SCOPE OF WORK:**

**Coordinate with client for scheduling.**

**Notify Miss Utilities.**

**Conduct onsite pre-construction with purchaser.**

**Mobilize Onsite.**

**Fencing to be installed around the construction area.**

**REMOVAL/DEMO:**

**Excavate to the top of the UST's and the product lines/vent lines.**

Remove all risers, and fittings on top the UST's

**Remove lines product lines and vent lines.**

**INSTALL:**

**Install new risers, spill buckets and related fittings on top the existing UST's.**

**Install (1) new transition sump against the building where the existing pipes entered the building.**

**Run 1.5" double wall flex piping & ducting from the tank to the transition sump for return and supply.**

Install a chase pipe from the transition sump through the wall of the building.

Run 1.5" steel pipe from the transition sump through the chase pipe for supply and return then tie into the existing pumpset.

**Install (1) vent transition sump next to the tank top sump.**

Run 2" double wall fiberglass pipe from the tank to the vent transition sump.

Install a 2" galvanized vent riser pipe 3' above grade

Backfill the excavated areas with stone to sub-grade.

Excavated areas in the grass will be topped off with 6" of topsoil, grass seed and straw.

Set manway at tank.

Form and pour 8" of concrete over the tank pad (same dimensions as previous pad) to match existing grades.



---

**Assist customer with purging new fueling system.**  
**Perform all 3rd party testing required on new fueling system.**  
**Clean up site.**  
**Perform walk through with client.**  
**Demobilize.**

.

**ATG**

Install new ATG system with overfill alarm.  
Furnish, install and setup...  
(1) probe for inventory,  
(1) sump sensor for the piping transition sump,  
(1) sump sensor for the vent transition sump  
(1) sump sensor for the tank top sump  
(1) sensor for the interstitial portion of the tank.

.

**ASSUMPTIONS/EXCLUSIONS:**

- **Contaminated soil/water not included.**
- **The tank is required to be at min 75% full of fuel at the time of arrival.**
- **Quote does not include any soil sampling or reporting.**
- **Dewatering not included**
- **Permits not included.**
- **Any subsurface structures/utilities not marked during the time of excavation is not the responsibility of DHE and may result in additional cost if those mentioned impede the scope of work or to repair the structure/utility.**
- **Rocks, concrete and any other material other than soil or gravel if encountered while excavation activities may require additional equipment and time and may result in additional cost.**
- **This quote covers only the scope of work described and the unit rates given. Any work outside the mentioned scope of work or items which exceed the quantities given may result in additional cost billed at time and material.**

.

**General Terms and Conditions:**

Quote does not include removal of contaminated soils or groundwater. If this is encountered during the project it will be dealt with at the time of discovery and invoiced separately. It is understood that the scope of work is based off our understanding/interpretation of the project. The quoted price covers only the scope of work provided herein. Any alteration or deviation from the specifications outlined herein which create extra costs due to labor, materials or transportation will be executed only upon written order from the customer and will accrue charges over and above this quote. Additional charges may be assessed should the customer request any services not listed which are required by law for the facility to maintain regulatory or legislative compliance. While our quotes and proposals are provided from years of experience and we make the best good faith effort

to predict all possible scenarios of the scope herein, performing underground work inherently comes with unforeseen obstacles.

Unless specifically outlined within this scope and pricing the following items are NOT the responsibility of Dark Horse Enterprises and are specifically excluded from this agreement:

- Permits and municipal or state fee's. Permitting, drafting, engineer review and permit processing for this project shall be outlined in a separate quote and completed prior to work commencing when required or requested by the customer.
- Any subsurface structures/utilities not marked during the time of excavation is not the responsibility of Dark Horse Enterprises, Inc. Coordination with utility companies may be charged at an additional rate.
- Shoring is not provided unless specifically listed.
- Rocks, concrete and any other material other than soil or gravel if encountered while excavation activities will require additional equipment and time and will be an additional cost.
- Electrical not included unless listed.
- HVAC and Generator Mechanical work is not included unless specifically listed.

Unless otherwise provided within the agreement or scope of services the listed prices and services are contingent on the customer providing:

- Ready and unobstructed access to the work site and tank with no encumbrances;
- Water, electric, toilet, and washroom accommodations will be made available
- Relocation of any item as required to establish a safe work zone;
- Permits for all work being performed.
- If for any reason legal action is required the customer will be responsible to pay for legal representation & all costs associated with the litigation.

**Service Work Exclusions**

It is assumed that the work area is unobstructed and ready for work to be performed. Improper equipment, or improperly utilized equipment and components, such as rusted and damaged drop tubes, piping or other components may impede work or be moved only buy causing damage to the component or system. Dark Horse Enterprises is not responsible for any damage caused to these components or system upon written approval to proceed from the property owner.

**Payment**

Payment is expected in accordance with the terms above (Net 30 after completion). Failure of client to pay by the due date may result in additional charges of up to 5% of the total unpaid balance for the first day late, an additional 10% of the total charges at 31 days late and an additional 10% for any payment made after 61 days late. Client will be responsible for any and all collection costs after 61 days late.

**Acceptance**

The above prices, specifications and conditions in quote are satisfactory and are hereby accepted. I affirm that I am a authorized representative responsible for the maintaining of the equipment, locations and materials outlined for the work specified herein. DHE is authorized to do the work as specified in this quote.

Contractor: *Justin Fortney* 8/30/2022  
Justin Fortney (Sep 7, 2022 10:02 EDT) Date  
 Dark Horse Enterprises Inc

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client: *Keith Stewart* Sep 7, 2022  
keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 7, 2022 10:15 EDT) Date  
 Prince Georges County Public Schools




# DBS019-23 Emergency - Baden ES - Tank Top Upgrade


Final Audit Report


2022-09-07


Created:	2022-09-02
By:	eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxixNDW9XF0ILXNQiKT2sQD-9Vpa85vuE


## "DBS019-23 Emergency - Baden ES - Tank Top Upgrade" History


 Document created by eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)  
2022-09-02 - 8:30:36 PM GMT


 Document emailed to jfortney@darkhorseinc.net for signature  
2022-09-02 - 8:36:22 PM GMT


 Email viewed by jfortney@darkhorseinc.net  
2022-09-07 - 1:50:10 PM GMT


 Signer jfortney@darkhorseinc.net entered name at signing as Justin Fortney  
2022-09-07 - 2:02:46 PM GMT

 Document e-signed by Justin Fortney (jfortney@darkhorseinc.net)  
Signature Date: 2022-09-07 - 2:02:48 PM GMT - Time Source: server

 Document emailed to keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org) for signature  
2022-09-07 - 2:02:50 PM GMT

 Email viewed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)  
2022-09-07 - 2:15:08 PM GMT

 Document e-signed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)  
Signature Date: 2022-09-07 - 2:15:37 PM GMT - Time Source: server

 Agreement completed.  
2022-09-07 - 2:15:37 PM GMT