



Robert Johnson, Esq., Director

Office of Purchasing and Supply Services
Facilities Administration Building (FAB)
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772
301-952-6560 Fax: 301-952-6605

NOTICE OF CONTRACT AWARD

January 30, 2018

Suburban Propane, L.P.
5961 Exchange Drive
Eldersburg, MD 21784
Telephone: 410.549.0348
Fax: 410.549.7164
Contact Email: cdaly@suburbanpropane.com
Contact Name: Christopher M. Daly

Donna Parks
Telephone: 301.952.6765
Fax: 301.952.6605
Email: Donna.Parks@pgcps.org

SUBJECT: IFB 012-18 Furnishing Propane Gas and Related Tanks, Parts and Service

Suburban Propane, L.P. has been selected as the vendor to provide services in accordance with the above-mentioned **IFB**. 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 **Suburban Propane, L.P.** 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 Ten (10) business days. Failure to sign the contract award 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.

INITIAL CONTRACT TERM

The initial term of the contract will be for the following contracted period. Prices shall remain firm for the initial term of the contract. This contract is effective from **February 1, 2018 – January 31, 2019**.

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 three (3) additional one (1) year periods.

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

See Page 4 for Contract Pricing

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 **IFB 012-18** for all applicable terms and conditions.

CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant/Contractors who may have direct contact with students must have a criminal background check and fingerprinting conducted by the Finger Printing Office of the Board before 14 days before beginning work. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant/Contractors by check or money order at the time the fingerprinting is performed. No employee can begin work in a PGCPSS Schools until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant/Contractor who will be placed in a PGCPSS Schools but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Officer before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Officer. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Officer within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Child Sex Offenders:

The Consultant/Contractor shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered child sex offender. If a registered child sex offender is employed by the Consultant/Contractor, the Consultant/Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any The Board property. Violation of this provision may result in Termination for Cause.

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 ten (10) 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 **IFB 012-18** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

 02/12/2018
SIGNATURE DATE

 2/16/18
SIGNATURE DATE

Christopher M. Daly
NAME

Robert Johnson
NAME:

Regional General Manager
TITLE

Director, Purchasing & Supply Services
TITLE

Suburban Propane, L.P.
FIRM

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE’S COUNTY
UPPER MARLBORO, MARYLAND 20772-998

CONTRACT PRICING

Item No.	Bulk Propane, delivered within the following Zones (estimated total annual usage \$100,000 gallons)	Price posted as of 11/2017 Price per Gallon	Differential (Plus or Minus) in Cents Per Gallon Calculated	Delivered Net price Per Gallon (Do not Exceed the Fourth 4th Decimal)
1.1	Zone 1	\$1.1609	\$0.4600	\$1.6209
1.2	Zone 2		\$0.4600	\$1.6209
1.3	Zone 3		\$0.4600	\$1.6209
1.4	Zone 4		\$0.4600	\$1.6209
1.5	Zone 5		\$0.4600	\$1.6209
1.6	All Zones		\$0.4600	\$1.6209
2	Cylinder Refill at the Shop Site within the following Zone:			
2.1	Zone 4		\$0.4600	\$1.6209
3	Cylinder Refill if brought by BOARD personnel to the Contractor's facility:			
3.1			\$0.4600	\$1.6209
	To move location: Plus materials		2 Business Days upon permit approval if required	\$150.00
	To remove location: Plus materials		2 Business Days	\$150.00
	To establish a new location: Plus materials		2 Business Days upon permit approval if required	\$150.00