


PURCHASING AND SUPPLY SERVICES

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

NOTICE OF CONTRACT AWARD

February 14, 2023

Mansfield Oil Company of Gainesville, Inc.
1025 Airport Pkwy SW
Gainesville, GA 30501
Contact: Dan Luther
Email: DLuther@mansfieldoil.com

Eyvette Wright/KB 
Telephone: 301.952.6571
Fax: 301.952.6605
Email: Eyvette.Wright@PGCPS.org

SUBJECT: Rider OMNIA Contract 05-72 Region 14 ESC for Bulk Fuel

Mansfield Oil Company of Gainesville, Inc. has been selected as the vendor to provide Bulk Fuel to Prince George's County Public Schools (PGCPS) in accordance with **Rider OMNIA Contract 05-72 Region 14 ESC** under **PGCPS Contract DBS043-23**. 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 supplies and/or services at the lowest responsible cost. PGCPS request for service notification will include a copy of the work order along with other pertinent information to help to ensure a smooth delivery. Standard response time is 48 hours from receipt of request. For emergency deliveries, the notification will identify the request as an "EMERGENCY" and the expected response time no more than 24 hours.

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. If a Notice to Proceed has not been issued, work shall not commence until the vendor is in receipt of a Purchase Order signed by the Purchasing Agent.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: <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 within the

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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 made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY**, and must be submitted to the PURCHASING OFFICE at 13300 Old Marlboro Pike, Upper Marlboro, MD 20772 within ten (10) days after receipt of the signed NOTICE OF AWARD.

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 estimated at \$2,000,000.00

CONTRACT TERM

The term of the contract will be effective from date of full execution until **September 30, 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 available renewal options under **OMNIA Contract 05-72 Region 14 ESC**.

PAYMENT TERMS

The Bidder shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the Purchase Order and made within 30 days after the date on the invoice and confirmation of receipt of services and or goods.

Invoices and supporting documentation must be submitted to Accounts Payable at 14201 School Lane, Room 130, Upper Marlboro, MD 20772. Invoices are to be submitted after the work has been completed. Invoices must include the following, or they will be returned and payment will be delayed:

- a. Purchase Order Number
- b. Work Order Tkt # or Description of Service/Goods
- c. Copy of the Signed Drop Ticket (confirms receipt of goods)
- d. Date(s) of service
- e. Rate and Total dollar cost of service per location

Invoices lacking detailed billing information and confirmation of receipt of goods and or services will be returned to the contractor for corrections; thus, causing a delay in payment. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

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The Board reserves the right to reduce or withhold contract payment in the event the Bidder does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Bidder otherwise materially breaches the terms and conditions of the contract.

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 vendor's proposal document(s) for **OMNIA Contract 05-72 Region 14 ESC**.

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.pgcps.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.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. 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.

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f. 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.

g. Prior to initiating any work at a school building, the Vendor 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 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.

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

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.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally Identifiable Information includes any information about an identified or identifiable natural person 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, without prior consent. A list of authorized third parties can be found within each individual user’s Grainger.com account under the “Privacy Center. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other without undue delay upon 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.

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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 **Rider OMNIA Contract 05-72 Region 14 ESC** for all additional terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Dan Luther

SIGNATURE

DATE

Dan Luther

NAME

VP, Government Sales

TITLE

Mansfield Oil Gainesville, Inc. - ENT

FIRM

820

iSUPPLIER ID #

FOR THE BOARD OF EDUCATION:

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Feb 16, 2023 11:21 EST)

SIGNATURE

DATE

Keith Stewart

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 – Pricing Sheet

Dan Luther

SCHEDULE A - CUSTOMER PRICING

- Product (exclusive of any applicable taxes)

Ultra Low Sulfur Heating Oil

- Tank Truck (7500+ gallons) Diesel: OPIS Baltimore, MD Average +\$.0100 per gallon
- Tank Wagon Diesel: OPIS Baltimore, MD Average +\$.0750 per gallon

Ultra Low Sulfur Dyed Diesel

- Tank Truck (7500+ gallons) Diesel: OPIS Baltimore, MD Dyed Diesel Average +\$.0100 per gallon
- Tank Wagon Diesel: OPIS Baltimore, MD Dyed Diesel Average +\$.0750 per gallon

Additive Fee: \$Cost

- Freight Charges (freight charges are a pass through under the NCPA contract)

Estimated Weighted Average Freight

- Tank Truck Diesel: \$.0623 per gallon
- Tank Wagon Diesel: \$.3000 per gallon

Pump Fee: \$Cost Split Fee:

\$Cost Min Freight: \$Cost

Demurrage at Customer Site: \$Cost

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ATTACHMENT B – SCHOOL OIL LISTING *DL*

School	Address	Tank Size	Special Notes	Contact Person
Baden ES	13601 Baden-Westwood Rd Brandywine MD 20772	4,000 Temp	Temporary Tank (AST)	Ltanya Garret 202-509-2158
Beacon Heights	6929 Furman Parkway Riverdale, MD 20737	10,000		Jason Jones 301-351-9175
Beltsville Academy	4300 Wicomico Avenue Beltsville, MD 20705	10,000	(Small Truck due to access) (UST)	Edward Ray 301-222-7744
Bond Mill	16001 Sherwood Ave Laurel, MD 20707	8,000 96"	UST	Orvil Claibourn 443-858-0395
Bowie HS	15200 Annapolis Road Bowie, MD 20715	20,000 120"	(UST)	Trent Holmes 240-832-4297
Bowie Annex	3021 Belair Drive Bowie, MD 20715	8,000 96"	(UST)	Gregory McCombs 301-367-2720
Brandywine ES	14101 Brandywine Road Brandywine, MD 20613	8,000 96"	UST	Kevin Price 301-922-7889
Brandywine Garage	8110 Short Cut Road Brandywine, MD 20613	1,000 48"	Temporary Tank is located behind the building (ABOVE GROUND).....PLEASE DO NOT USE THE TANK IN GROUND.(OUT OF SERVICE) CONTACT IS KENNETH	Kenneth Moore: (443)532-1319

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<u>School</u>	<u>Address</u>	<u>Tank Size</u>	<u>Special Notes</u>	<u>Contact Person</u>
Capitol Height Tank 1 (by kitchen)	601 Suffolk Avenue Capitol Heights, MD 20743	2,000 48"	UST	Brian Brown 240-481-0289
Capitol Height Tank 2	601 Suffolk Avenue Capitol Heights, MD 20743	8,000 96"	AST	Brian Brown 240-481-0289
Charles Carroll MS	6130 Lamont Drive New Carrollton, MD 20784	15,000 120"	UST	Christopher Hamilton 240-504-8525
Croom RICA Tank 1	9400 Surratts Road Cheltenham, MD 20623	1,000 48"	UST	Calvin Whitaker, BS 301-717-5275
Croom RICA Tank 2	9400 Surratts Road Cheltenham, MD 20623	10,000 96"	UST	Calvin Whitaker, BS 301-717-5275
Crossland HS Tank #1	6901 Temple Hills Road Temple Hills, MD 20748	20,000 126"	UST	Wayne Proctor, 202-423-1238
Crossland HS Tank #2	6901 Temple Hills Road Temple Hills, MD 20748	8,000 96"	UST	Wayne Proctor, 202-423-1238
Deerfield Run	13000 Laurel-Bowie Road Laurel, MD 20708	10,000 126"	UST	Meric Morris, 301-641-1783
District Heights ES	2200 County Road District Heights, MD 20747	8,000 96"	UST	Kadel Phillips 202-427-8970
Dwight Eisenhower	13725 Briarwood Drive Laurel, MD 20708	15,000 126"	UST	Desmond House 240-691-9105
FSB (Facilities Service Base)	4801 Brown Station Road Upper Marlboro, MD 20772	6,000 96"		James Alston 240-564-5778

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Greenbelt Garage	6350 Greenbelt Road Greenbelt, MD 20770	6,000 96"	UST	Michael Dawkins 301-513-5424
Greenbelt MS (Dora Kennedy) Tank 1 Rear Tank	8950 Edmonston Road Greenbelt, MD 20770	8,000 96"	UST	Alfred Williams 301 712-0231
Greenbelt MS (Dora Kennedy) Tank 2 Front of Building	8950 Edmonston Road Greenbelt, MD 20770	8,000 96"	UST	Alfred Williams 301 712-0231
Gwynn Park High (Greenhouse)	13800 Brandywine Road Brandywine, MD 20613	1,000 48"	TEMP TANK ABOVE	Jon Sims 202-805-4564
H. Winship Wheatley	8801 Ritchie Drive Capitol Heights, MD 20743	10,000 96"	UST	Adel Ford, BS 202-549-6014
High Point	3601 Powder Mill Road Beltsville, MD 20705	1,000 Temp	Temporary Tank AST	Anthony Shumate 301-775-6720
Hyattsville ES	5311 43rd Avenue Hyattsville, MD 20781	8,000 96"	TW due to access UST	
Isaac Gourdine	8700 Allentown Road Fort Washington, MD 20744	8,000 96"	UST	
John Hanson Montessori	6360 Oxon Hill Road Oxon Hill, MD 20745	8,000 96"	UST	Renager Lee, BS 202-580-0810

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Kettering ES	11000 Layton Street Upper Marlboro, MD 20774	6,000 96"	UST	Anthony Rowley B.S (202) 471-0600
Langley Park McCormick ES	8201 15th Avenue Hyattsville, MD 20783	8,000 96"	UST	William Verrett 301-602-0501
Laurel ES	516 Montgomery Street Laurel, MD 20707	8,000 96"	UST	William Washington, BS 410-480-5458
Laurel HS	8000 Cherry Lane Laurel, MD 20707	20,000 126"	UST	Daryl Dent, BS 240-876-5918
Montpelier ES	9200 Muirkirk Rd Laurel, MD 20708	8,000 96"	UST	Anne Ndiku 301-466-7821
Mt. Rainer	4011 32nd Street Mount Rainier, MD 20712	6,000 96"	UST	William Scott 202-258-5914
Roger Heights	4301 58th Avenue Bladensburg, MD 20710	8,000 96"	UST	Montrell Phillips, B.S (202) 270-7709
Rose Valley	9800 Jacqueline Drive Fort Washington, MD 20744	8,000 96"	UST	Timothy Williams, BS 301-921-6288
Samuel Ogle	4111 Chelmont Lane Bowie MD	15,000 120"	UST	Louis Snowden 202-384-9326
Skyline Admin	6311 Randolph Rd Suitland, MD 20746	8,000 96"		Ms. Clark 240-305-6359
Templeton ES	6001 Carters Lane Riverdale, MD 20737	8,000 96"	UST	Warren Arrington (240)-704-4058

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<u>School</u>	<u>Address</u>	<u>Tank Size</u>	<u>Special Notes</u>	<u>Contact Person</u>
Thomas Johnson MS	5401 Barker Place Lanham, MD 20706	10,000 96"	UST	Rudolph Kornegay 301-636-6340
Thomas Stone ES	4500 34th Street Mount Rainier, MD 20712	8,000 96"	UST	Keiyon Davidson 301-404-0038
Waldon Woods ES	10301 Thrift Road Clinton, MD 20735	8,000 96"	UST	Pierre Newman 240-289-3904
Walker Mill MS	800 Karen Blvd Capitol Heights, MD 20743	8,000 96"	UST	Anthony Gibson 301-538-5351
William Wirt MS	62 nd Pl & Tuckerman Street Riverdale, MD 20737	15,000 120"	UST	Bennie Howard, Jr., BS 240-572-6571










NOA Mansfield Oil OMNIA Contract 05-72 Region 14 ESC


Final Audit Report

2023-02-16

Created:	2023-02-14
By:	Procurement Supervisor (eyvette.wright@pgcps.org)
Status:	Signed
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"NOA Mansfield Oil OMNIA Contract 05-72 Region 14 ESC" History

-  Document created by eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org)
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-  Signer eyvette.wright@pgcps.org eyvette.wright@pgcps.org (eyvette.wright@pgcps.org) entered name at signing as Procurement Supervisor
2023-02-15 - 10:33:09 PM GMT
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 Document e-signed by keith.stewart@pgcps.org keith.stewart@pgcps.org (keith.stewart@pgcps.org)

Signature Date: 2023-02-16 - 4:21:35 PM GMT - Time Source: server

 Agreement completed.

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