



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 PGCPS DBS024-23 RIDER: BCPS GDA-320-22

September 19, 2022

Apex Petroleum Corporation
Attention: Anthony Onianwah
9500 Medical Center Drive, Suite #360
Largo, Maryland 20774
Reston, VA 20190
Phone: 301.773.9009
Email: aonianwah@apexpetroleum.com

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

SUBJECT: Rider Contract GDA-320-22 "No. 2 Fuel Oil and Ultra Low Sulfur Heating Oil for Prince George's County Public School System

Apex Petroleum Corporation has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned under BCPS GDA-320-22 at one or more PGCPS Facilities. 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.

**Notice of Award
PGCPS DBS022-23
RIDER: BCPS GDA-320-22**

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 during the Contract Term \$2,000,000

CONTRACT TERM

The term of the contract will be effective from **1 October 2022 to 30 September 2025.**

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.

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 **BCPS GDA-32-22.**

MBE GOALS

Prince George's County Public Schools has a Minority Business Enterprise (MBE) Program in effect. Information about this program and forms for compliance are included in the bid documents; the forms can also be downloaded online at: <https://www.pgcps.org/offices/general-counsel>, click on "Administrative Procedures," then click on Business and Non-Instructional Operations -3000 for Administrative Procedure 3325 and attachments.

The vendor shall provide materials, supplies, equipment, and/or services for the scope of work as defined under **BCPS GDA-320-22** and shall attempt to achieve **15%** participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education's goal for economic development.

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.

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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.

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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 offense 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.

VENDOR RESPONSIBILITIES

- a. 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

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 **may** 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.

In the event Partner's services must be provided at a PGCPS site (not virtually):

1. 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 are completed.

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2. 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.
3. 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.
4. 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.
5. 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 **BCPS GDA-320-22** for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

anthony onianwah

Sep 25, 2022

[anthony.onianwah \(Sep 25, 2022 20:55 EDT\)](mailto:anthony.onianwah@apexpetroleum.com)

SIGNATURE

DATE

anthony onianwah

NAME

President

TITLE

Apex Petroleum Corp

FIRM

FOR THE BOARD OF EDUCATION:

Keith Stewart

Sep 26, 2022

[keith.stewart@pgcps.org keith.stewart@pgcps.org \(Sep 26, 2022 09:08 EDT\)](mailto:keith.stewart@pgcps.org)

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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RIDER: BCPS GDA-320-22
VENDOR CONTRACT PRICING
See attached

anthony onianwah

anthony onianwah
anthony onianwah (Sep 25, 2022 20:55 EDT)

Sep 25, 2022

GDA-320-22 IFB No. 2 Fuel Oil

Apex Petroleum Corp	Colonial Oil Industries, Inc. NON-RESPONSIVE	James River Solutions
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Description	Delivery	Units	Quoted Price	Quoted Price	Quoted Price
Item Group 1: No. 2 Fuel Oil	Transport	\$ / Gallon	0.0506		0.0090
	Tank Wagon	\$ / Gallon	0.0937		0.1200
Item Group 2: ULSOHO	Transport	\$ / Gallon	0.0506		0.0090
	Tank Wagon	\$ / Gallon	0.0937		0.1200
Item 3: Emergency Delivery	--	\$ / Occurrence	40.0000		200.0000
Item 4: Split Transport Load	--	\$ / Occurrence	0.0000		50.0000
Item 5: Sunday / Holiday Delivery	--	\$ / Location	40.0000		250.0000
Item 6: Use of Pump at Delivery	--	\$ / Location	0.0000		50.0000
Item 7: Use of Extra Hoses	--	\$ / Location	0.0000		0.0000
Item 8: Credit Card Payment Surcharge	--	Percentage	2%		3%
Item 9: Online Portal	--	Yes/No	BLANK		yes