



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

DATE:	July 15, 2023
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Regular Unleaded Reformulated Gasoline (RFG) with 10% Ethano
CONTRACT NUMBER:	2371A
COMMODITY CODE:	405.15
CONTRACT PERIOD:	August 1, 2023 through July 31, 2024
RENEWAL OPTIONS:	Three remaining, through July 31, 2027
USER DEPARTMENT:	General Services Central Automotive Maintenance
Contact Name:	Larry Maready
Phone Number:	804-727-8630
Email Address:	Mar126@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	YES
SUPPLIER:	Name: Colonial Oil Industries, Inc.
	Address: 101 North Lathrop Avenue
	City, State: Savannah, GA 31415
	Contact Name: Mr. Tay Blanton
	Phone Number: 1-855-468-2357
	Email address: transportfuelorders@colonialoil.com
ORACLE SUPPLIER NUMBER:	575174
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 30
DELIVERY:	As Needed and Requested
FOB:	Destination
BUYER:	Name: Justin M. Herbaugh, VCA, VCO
	Title: Procurement Analyst II
	Phone: 804-501-5680
	Email: Her034@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2371A

Delivery	Firm Differential Per Gallon (4 decimals)
1. Transport	\$ + 0.0944
2. Tank Wagon	\$ - 0.1975

Additional Fee for pumping product to Above Ground Storage Tanks (AST) (if applicable): **\$ 65.00**

Additional fee for split transport loads of 6,000 gallons or more (if applicable): **\$ 65.00**

C. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

D. Specifications.

1. Gasoline:

- a. Reformulated, unleaded, antiknock (octane), index minimum 87 (RON+MON)/2, in accordance with the most recent version of ASTM specification D4814. Ethanol will not be more than 10% of fuel by volume. No alcohol enhanced fuel will be accepted.
- b. The regular unleaded reformulated gasoline (RFG) with 10% ethanol furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes, and requirements.
- c. All delivered fuel product must be of high quality and shall not contain any foreign material, sediment, water, or any other form of contamination.

E. General Requirements.

1. The award will be made by the County of Henrico to the lowest responsive and responsible bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the County of Henrico, including Henrico County Public Schools and the Code of Virginia.
2. In the event of default by the Successful Bidder, or failure to deliver unleaded gasoline in accordance with the delivery terms and conditions of the bid, the County after due notice may procure fuel from other sources and hold the Successful Bidder responsible for all damages incurred, including, and without limitation to, any excess cost.
3. All bids submitted shall include in its price the cost of any business or professional licenses, permits or fees required by the County of Henrico, Commonwealth of Virginia, or any governmental entity.
4. All bids shall be submitted exclusive of all Federal, State, and local taxes.
5. Each bidder shall submit published literature or certification from an independent laboratory that proves the fuel product offered meets the test requirements outlined in ASTM D4814.
6. All quantities listed herein are **ESTIMATES ONLY**. Actual purchases may be more or less than shown, In the event of a nation-wide or local shortage, the Successful Bidder shall agree to furnish the County herein the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations, which may be established by the United States government.

F. Inspection and Testing.

1. The County reserves the right to periodically sample and analyze the delivered fuel product. The Successful Bidder will allow samples to be taken prior to discharging of product into the County fuel tanks. Samples will be taken without prior notice.
2. The cost of sampling and analysis will be at the expense of the County. Sample results will be used to determine compliance of the delivered product with ASTM D4814 performance requirements. Sample analysis and testing will be made by a testing laboratory selected by the County.
3. In the event the Successful Bidder fails to provide fuel products that meets or exceeds specifications, the County may direct the Successful Bidder to remove and replace all such fuel product at no additional cost to the County.

G. Delivery Requirements.

1. Transportation Definitions, as referenced on the Bid Form.
 - a. **Transport Delivery:** large tankard truck delivery of 6,000 gallons, or more, to a single County fuel site.

- b. **Tank Wagon Delivery:** small tank wagon truck delivery of 500 to 3,500 gallons to a single County fuel site.
- c. **Split-Load Deliveries:** Large tankard delivery of 6,000 gallons, or more, to multiple County fuel sites.

2. Metering

a. Transport Delivery

Delivery tickets for transport drops shall be metered at the terminal. An authorized terminal representative shall sign the rack loading ticket and a copy of the terminal ticket shall be attached to the invoice. All compartments and unloading lines shall be sealed at the loading rack with numbered seals and seal number(s) must appear on terminal / loading rack ticket. The gross gallon amount on the terminal / loading rack ticket will be the basis for billing.

b. Tank Wagon Delivery

Delivery tickets for tank wagon drops shall be metered at the point of delivery. An authorized delivery representative shall sign the delivery ticket confirming the gross gallon amount dropped. A copy of the delivery ticket shall be attached to the payment invoice.

c. Split-Load Deliveries

Delivery tickets for split-load drops shall be metered at the terminal. An authorized terminal representative shall sign the rack loading ticket and a copy of the terminal ticket shall be attached to the invoice. All compartments and unloading lines shall be sealed at the loading rack with numbered seals and seal number(s) must appear on terminal / loading rack ticket. The delivery representative will indicate on the delivery ticket the gross gallons dropped at each County fuel location. The total gallon amount of all drops must equal the gross gallon amount on the terminal / loading rack ticket and will be the basis for billing.

3. Order and Delivery

- a. Orders will be placed by telephone or email. All orders placed are to be fulfilled within 48 hours, unless delayed delivery is requested by the County.
- b. It shall be the responsibility of the Successful Bidder to maintain regular unleaded reformulated gasoline (RFG) with 10% ethanol needed for normal operations at all the County locations, unless otherwise mandated by the Federal or State government, during the contract period, and the extensions.
- c. Deliveries will be made in "Gross Gallons." If net gallons are delivered or invoiced, the Successful Bidder shall be considered in default of the contract.

- d. Attachment G contains a listing of each County fuel site location; column titled "Delivery" indicates the tank type (AST or UST), and the delivery type (automatic or on call). "Automatic" means the Successful Bidder shall ensure that the storage tank is kept filled such that the tank does not run below 35% capacity based on customer usage at that fuel site. "On call" means the County will place an order for fuel delivery that must be filled within 48 hours.
- e. On transport deliveries to above-ground storage tanks (AST) that cannot be gravity fed, the Successful Bidder may include a flat fee for a pump charge. See Bid Form.
- f. If the Successful Bidder is unable to deliver material meeting or exceeding these specifications within the time period specified for delivery, the County may purchase the material elsewhere and the increased cost, if any, will be paid by the Successful Bidder.
- g. When entering any delivery site to make deliveries or perform work, the Successful Bidder shall be liable for any damages to owner's property at the delivery site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.

4. Delivery Locations

- a. Each bidder is encouraged to visit the site locations listed on Attachment G to assess site conditions, equipment types and locations, accessibility, filler port configurations, and any other pertinent site details they deem necessary in order to provide the goods and services described herein. The contact person for each location is listed below:

Central Maintenance Locations

Larry Maready, (804) 727-8630

All other County Locations

Justin Herbaugh, (804) 501-5680

H. Invoicing Requirements.

- 1. The Successful Bidder shall submit invoices within 24 hours of delivery to the "Bill To" addressees identified in the Purchase Order used to issue orders against this contract. Invoices must include, but not be limited to:
 - a. Name and Address of Successful Bidder
 - b. Invoice Number
 - c. Description of Fuel Product
 - d. Location of Delivery
 - e. Quantity Delivered in "Gross" Gallons
 - f. Unit Price
 - g. Extended Price
 - h. Virginia UST Fee

- i. Federal LUST Fee
- j. Federal Oil Spill Tax
- 2. The County shall be exempt from federal and state motor fuel and Excise taxes.
- 3. The County is subject to the Federal Oil Spill Tax, the Virginia Underground Storage Tank Fee, and the Federal Leaking Underground Storage Tank Fee as mandated by law. The County shall pay these fees and taxes as separate line items in the invoice for fuel payment. The Successful Bidder shall provide documentation to each locality substantiating any fee or tax increase or decrease and adjustments shall be made accordingly on invoices for payment. Please indicate these fees and taxes on the Bid Form.
- 4. Billing Addresses for the County
 - a. County of Henrico, Central Automotive Maintenance
Attn: Business Manager
10301 Woodman Road
Glen Allen, VA 23060
 - b. County of Henrico, Sheriff's Office
PO box 90775
Henrico, VA 23273-0775

I. Environmental Management.

The Successful Bidder shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage, and any other aspect of providing the products and services described herein, as applicable. The Successful Bidder shall provide prompt and thorough clean-up of any and all fuel product spillage, per DEQ/EPA requirements.

J. Pricing.

- 1. The contract price per gallon for regular unleaded reformulated gasoline (RFG) with 10% ethanol will be based on the Oil Price Information Service (OPIS) Closing Wholesale Rack Report, daily gross closing average price in Richmond, VA as indicated on the Thursday OPIS report. The Thursday closing average rack price per gallon in Richmond, VA, as indicated on the Thursday OPIS report, will be the base price per gallon for any and all amounts delivered during the following week from Monday through Sunday.
- 2. To this base price, the bidder will add a differential factor (+ or -) as quoted in the bid document, for either transport or tank wagon deliveries as appropriate. The bidder's differential quoted in the bid will be effective for the entire contract period, and any of the four subsequent possible one-year contract renewals.

3. These averages, or reference prices, are listed under the heading "Average" at the bottom of the OPIS posted rack prices. For the purpose of this contract, the average rack price, as noted in Section I.1 above will be the base price for invoicing. This pricing procedure is to remain in effect from the date of this bid for the duration of the contract. Selling prices will be rounded to four decimal places.
4. The "Oil Price Information Service" is published weekly by the United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852-3030.
5. In the event the "Oil Price Information Service" ceases publication or a viable listing of reference prices relating to Richmond, Virginia is no longer available through this publication; the parties to this contract will mutually establish a replacement price index.
6. The Successful Bidder shall notify the County Purchasing Division of the delivered price per gallon prior to 12:00pm each Friday. A copy of the report from the 6:00pm Thursday average rack price per gallon in Richmond, VA as indicated on the Thursday OPIS report shall be attached to each change notice. This pricing shall be used for the pricing of any fuel product delivered during the following week from Monday through Sunday.
7. The County will pay the Federal Oil Spill tax as required by the Federal Oil Spill Liability Tax (FOSLT).
8. The County will pay the Virginia Underground Storage Tank Fee (UST) as published and required by the Virginia Department of Environmental Quality (DEQ).
9. The County will pay the Federal Leaking Underground Storage Tank Fee (LUST) as published by the U.S. Energy Information Administration and required by the US Environmental Protection Agency (EPA).