

**MODIFICATION #8
TO
CONTRACT NUMBER E194-778
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-778 effective October 6, 2013, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract for the period of October 6, 2019 through October 5, 2020. This shall act as contract renewal 7 of 7 as described in Special Term and Condition number 14 titled "Renewal of Contract."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-778 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

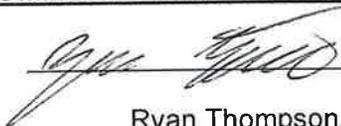
MANSFIELD OIL COMPANY

BY: 
NAME: Chris Carter
Printed Name

TITLE: Sr. Manager, Bids & Sales Analytics

DATE: 9/20/2019

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Ryan Thompson, VCO
Printed Name

TITLE: Statewide Sourcing & Contracting Officer

DATE: 9/30/19

**MODIFICATION #7
TO
CONTRACT NUMBER E194-778
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

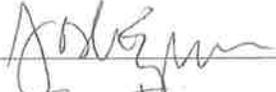
This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-778 effective October 4, 2018, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract for the period of October 6, 2018 through October 5, 2019. This shall act as contract renewal 6 of 7 as described in Special Term and Condition number 14 titled "Renewal of Contract."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-778 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

BY: 
NAME: Josh Epperson
Printed Name
TITLE: VP, Strategic Accounts
DATE: 9-21-18

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Matt Fritzing, VCO
Printed Name
TITLE: Statewide Strategic Sourcing Officer
DATE: 9/21/18

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**MODIFICATION #6
TO
CONTRACT NUMBER E194-778
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

This MODIFICATION #6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-778 effective October 4, 2017, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract for the period of October 6, 2017 through October 5, 2018. This shall act as contract renewal 6 of 7 as described in Special Term and Condition number 14 titled "Renewal of Contract."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-778 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

<u>MANSFIELD OIL COMPANY</u>		<u>COMMONWEALTH OF VIRGINIA</u>	
BY: <u><i>Michael Mansfield</i></u>		BY: <u><i>[Signature]</i></u>	
NAME: <u>MICHAEL MANSFIELD</u> <small>Printed Name</small>		NAME: <u>Matt Fritzing, VCO</u> <small>Printed Name</small>	
TITLE: <u>DIRECTOR, GOVERNMENT</u>		TITLE: <u>Statewide Strategic Sourcing Officer</u>	
DATE: <u>10/23/17</u>		DATE: <u>10/23/17</u>	

**MODIFICATION #5
TO
CONTRACT NUMBER E194-778
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-778, Consignment Motor Fuel, effective August 25, 2010, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract and is effective for the contract term October 6, 2016 – October 5, 2017.

A. Reference: Contract E194-778, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning October 6, 2016 – October 5, 2017

B. Reference: Contract E194-778, "Price Escalation / De-Escalation."

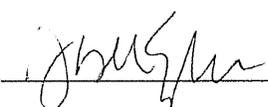
Both parties hereby agree to no price increase and continue with the current offered pricing.

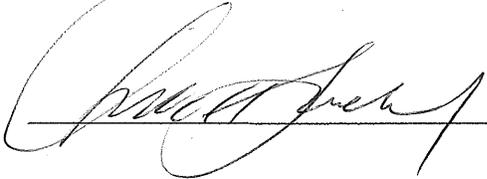
The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-778 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: **Josh Epperson**
Printed Name

NAME: **Dell Forehand, VCO**
Printed Name

TITLE: **Director, Government Services**

TITLE: **Statewide Strategic Sourcing Officer**

DATE: **September 29, 2016**

DATE: **9/30/16**

**MODIFICATION #4
TO
CONTRACT NUMBER E194-778
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY**

Consignment

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-778 effective August 25, 2010, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to renew the Contract. All changes are effective beginning October 6, 2015.

- A. Reference:** Contract E194-778, Section entitled Special Terms and Conditions, Paragraph 14, entitled Renewal of Contract/Price Adjustments.

Both parties hereby agree to renew the above referenced Contract for an additional one (1) year period, beginning October 6, 2015 through October 5, 2016.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-778 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

MANSFIELD OIL COMPANY

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Josh Epperson
 Printed Name
TITLE: Director, Government Services
DATE: September 17, 2015

BY: 
NAME: Dana M Parent, CPPB, VCO
 Printed Name
TITLE: Statewide Strategic Sourcing Officer
DATE: 9/18/15

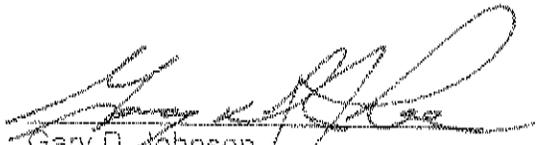
CONTRACT RENEWAL AGREEMENT
CONTRACT #194-778
CONSIGNMENT FUELS
Mansfield Oil Company

Effective period of Renewal Agreement: October 6, 2014 – October 5, 2015

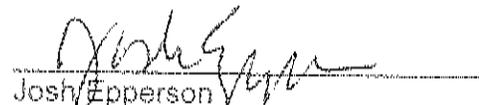
The parties to Contract #194-778, dated August 25, 2010, the Commonwealth of Virginia and Mansfield Oil Company (hereafter referred to as the Contractor), agree to renew this contract for the period indicated above. During the renewal period the original contract, change orders, terms and conditions, pricing schedules, and any other contract documents remain in force for the period of this renewal.

FOR THE COMMONWEALTH

FOR MANSFIELD OIL COMPANY



Gary D. Johnson
Planning & Deployment Manager



Josh Epperson
Director, West Coast Marketing

Date: 8/8/14

Date: 8-8-2014

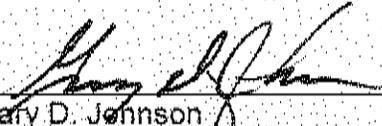
CONTRACT RENEWAL AGREEMENT
CONTRACT #194-778
CONSIGNMENT FUELS
Mansfield Oil Company

Effective period of Renewal Agreement: October 6, 2013 – October 5, 2014

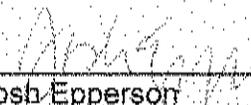
The parties to Contract #194-778, dated August 25, 2010, the Commonwealth of Virginia and Mansfield Oil Company (hereafter referred to as the Contractor), agree to renew this contract for the period indicated above. During the renewal period the original contract, change orders, terms and conditions, pricing schedules, and any other contract documents remain in force for the period of this renewal.

FOR THE COMMONWEALTH

FOR MANSFIELD OIL COMPANY



Gary D. Johnson
Planning & Deployment Manager



Josh Epperson
Director, West Coast Marketing

Date: 9/11/13

Date: 8-5-2013

NOTICE OF CONTRACT CHANGE

December 3, 2010

Change Number..... 03
Contract Number.....E194-778
Commodity..... **Consignment Motor Fuel**
Contract Period.....October 6, 2010 – October 5, 2013
Authorized Use.....Selected State Agencies and Other Public Bodies
Contractor.....Mansfield Oil Company
Effective DateSee below

This contract is hereby modified by the following changes as of the above-stated effective date. Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect:

- **Quarterly Reports and Remittance of eVA fees:** Effective immediately, the quarterly reports and eVA fees shall be sent to Rebecca P. Barnett, eVA Business Manager, Division of Purchases and Supply, 1111 East Broad Street, - 6th Floor, Richmond, VA 23219. A copy of the quarterly report only shall be emailed to carl.loveland@dgs.virginia.gov.

For the Commonwealth

Gary D. Johnson
Planning & Deployment Manager

NOTICE OF CONTRACT CHANGE

November 5, 2010

Change Number..... 02
Contract Number.....E194-778
Commodity..... **Consignment Motor Fuel**
Contract Period.....October 6, 2010 – October 5, 2013
Authorized Use.....Selected State Agencies and Other Public Bodies
Contractor.....Mansfield Oil Company
Effective DateSee below

This contract is hereby modified by the following changes as of the above-stated effective date. Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect:

- **Add delivery of E-85 on a consignment basis for the Office of Fleet Management Services 2400 West Leigh Street, Richmond, VA.**

Sincerely,

Gary D. Johnson
Planning & Deployment Manager

1. Specification: E-85 shall comply with current ASTM Specifications: ASTM-D5798-10 or current specification, Standard Specifications For Fuel Ethanol (ED75-ED85) and D4806-98 Standard Specifications For Denatured Fuel Ethanol for Blending with Gasoline for Use in Auto Spark Ignition Engine Fuel or current specification. The E-85 shall be blended using the by month Volatility Class by Month for Virginia (ASTM D5798).

2. Pricing: The price of E-85 is determined using a FIFO method. The price of E85 shall calculated using the following scenario. The price will be recalculated at the time of true up which occurs twice each month (15th and end of month).

Step 1

Obtain following:	Gallons	Cost	Value
1. Beginning inventory	1000	2.00	\$2,000.00
2. Purchases	7500	2.25	\$16,875.00
3. Ending stick inventory	2450	2.25	\$5,512.50*

*FIFO Value – cost of last purchase since beginning inventory was sold first
 $2450 \times \$2.25 = \$5,512.50$

Dispersed inventory value: Beginning Inventory + Purchases – Ending Inventory Value
 at FIFO = Cost of Goods Sold

$$\$18,875.00 - \$5,512.50 = \$13,362.50$$

Step 2

Calculate value of dispersals –

Beginning Inventory:	1,000	
Purchases	7,500	
Sales	<u>-6,000</u>	Transactions from Card Reader
Book Inventory	2,500	

Physical Inv from Stick	<u>2,450</u>	Stick from Tank Gauge
(Over)Short	50	

Sales Gals + Over/Short = 6050 divided by Cost of Goods Sold \$13,362.50 = \$2.21

Step 3

Price dispersals transactions

Total Dispersals	6,000 x \$2.21 =	\$13,252.07
Inventory True up	50 x \$2.21 =	\$ 110.43
Total value of dispersals	6,050 x \$2.21 =	\$13,362.50

Step 4

Generate Invoice

\$2.21+ adders and taxes = Price Per Gallon

3. **Adders:** In addition to the fuel cost the following adders at the indicated rates are allowed under this contract.

Adder	0.0410
Recovery fee	0.0500
VA Storage Tank Fee	0.0060
Total	0.0970

NOTICE OF CONTRACT CHANGE

November 29, 2010

Change Number..... 01
Contract Number.....E194-778
Commodity..... **Consignment Motor Fuel**
Contract Period.....October 6, 2010 – October 5, 2013
Authorized Use.....Selected State Agencies and Other Public Bodies
Contractor.....Mansfield Oil Company
Effective DateSee below

This contract is hereby modified by the following changes as of the above-stated effective date. Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect:

- **Add equipment service pricing.**

For Mansfield Oil Company

For the Commonwealth

Josh Epperson
West Coast Marketing Manager

Gary D. Johnson
Planning & Deployment Manager

1. Equipment Maintenance for card reader and tank gauge is managed through Mansfield for an additional fee if a contractor must visit the site or parts are needed. Typically most equipment problems can be corrected remotely by Mansfield's certified staff as well as warranty maintenance. Equipment maintenance is provided remotely as part of the consigned program, but does not include contractor visits, contractor labor or parts not under warranty. All invoices are certified and verified for accuracy before rebilling to the agency.

2. The maintenance program, if requested is billed at a one time \$150 site assessment fee by a certified contractor and a \$25 call out fee per incident. Parts and labor are billed at cost plus a fixed fee at the following rate structure.

Subcontractor Invoice	Flat Fee
\$0-\$250	\$35
\$251-\$500	\$60
\$501-\$750	\$100
\$751-\$1000	\$135
Over \$1000	\$250

Office of Fleet Management Services

Motor Fuel Program

Consignment Motor Fuel Mansfield Oil Company Statewide E194-778

Revised: October 8, 2010



**Department of General Services
Serving Government. Serving Virginians.**

Index:

1. Introduction
2. DPS Contract Award (32 pages)
3. District Map
4. Pricing Spreadsheet (shows the per gallon differential for each product available under this contract. Broken down by district and whether it is a transport delivery or tank wagon delivery.) (29 pages)
5. Fuel specifications for each product. (12 pages)
6. Emergency response procedures (4 pages)

Changes:

Editorial

Corrected phone numbers 1-800-283-3835 and 1-678-450-2071. These replace the phone numbers on the DPS Contract.

Contract Change Orders

None

Introduction. This contract was executed between the Department of General Services/Division of Purchases and Supply and Mansfield Oil Company of Gainesville, GA. The contract is mandatory for state agencies (If you opt to get consignment fuel rather than standard bulk fuel) and optional for public bodies. eVA use is mandatory for state agencies and optional for public bodies. You must have the approval of the Office of Fleet Management Services before using this contract.

The contract provides for a wide variety of motor fuels to those entities with storage tanks and dispensing devices on their property. This contract covers all areas of the Commonwealth. It differs from Contracts E194-777 and E194-781 which provide for standard bulk fuel delivery. When you use those two contracts, your agency owns the fuel and an invoice is prepared for payment after delivery of the fuel. Consignment fuel differs in that Mansfield Oil owns the inventory in your tanks. You are billed after it is actually pumped from your tanks.

The pricing for the fuel sold under this contract is based on the OPIS Closing Wholesale Rack Report, gross closing average price published 5:59 PM Eastern Time on the day your fuel is delivered for the rack location covering your area plus a differential. To assist you in reviewing your bill, the Office of Fleet Management Services will be posting the daily contract price per gallon prices on our web site. These will be retained on line for approximately 90 days. **NOTE: We are not able to show the OPIS rack prices on our web site as OPIS prices are copyrighted and available by subscription only. Thus, we are only able to show you the final contract price.**

The billing is different for consignment fuel as you are billed on the day it is pumped. For example, for fuel pumped on a Tuesday, you will not have exact pricing until Wednesday. To verify your charges you will need to refer to the OFMS web site to obtain pricing for each day which you want to check.

The contact for Mansfield Oil Company is Sandra Johnston, 1-800-255-6699, Ext 2071, sjohnston@mansfieldoil.com.

Below are some of the more important areas of the contract.

- Delivery Schedule, page 5
- Additional fees, page 6
- Equipment/interface requirements for consignment fuel, pages 7 – 9
- Emergency Requirements, pages 12 - 15

The Contract Administrator for this contract is Carl Loveland. If you have questions or need additional information, he can be reached at 804-367-4352 or carl.loveland@dgs.virginia.gov.

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
1111 EAST BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

August 25, 2010

NOTICE OF CONTRACT AWARD: STATEWIDE TERM CONTRACT

Contract Title: **CONSIGNMENT MOTOR FUEL** Contract Number: **E194-778**

Awarded Contractor:

MANSFIELD OIL COMPANY

1025 Airport Pkwy SW
Gainesville, Georgia 30501

eVA Vendor #: C23016 DUNS #: 033723990

A DMBE-Certified Small Business

Customer Contact: **Sandra Johnston**/Mansfield Oil Government Services
sjohnston@mansfieldoil.com or 1-800-234-2835 or 678-454-2071

Contract Period: 10/6/2010 through 10/5/2013

Authorized Users: Commonwealth of Virginia state agencies and other public bodies

NIGP Code: 40515 Gasoline, Automotive eVA Procurement Folder: 44208

THIS CONTRACT, INCLUDING ATTACHMENTS AND CHANGES, IS AVAILABLE AT
THE eVA WEBSITE: www.eva.virginia.gov .

CONTRACT ADMINISTRATOR:

Commonwealth of Virginia
Department of General Services
Office of Fleet Management Services
Telephone: 804-367-4352 Fax: 804-367-8987

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS:

CONTRACT OVERVIEW

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SPILL PROCEDURE DOCUMENT

CONTRACT OVERVIEW

This contract for consignment motor fuel is a result of Request for Proposal (RFP) 99 Bulk and Commercial Motor Fuel/Fuel Cards issued September 1, 2009, by the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply. Reference eProcurement folder: 44208.

The contract provides consignment motor fuel as described herein for use on an as-needed basis during non-emergency and emergency periods by Commonwealth of Virginia state agencies, institutions, and other public bodies as defined in Section 2.2-4301 entitled *Definitions* of the *Virginia Public Procurement Act (VPPA)*, as amended. Consignment gasoline, diesel, premium diesel and biodiesel motor fuel are included as part of this contract, as well as any other motor fuels as may be available in the future.

Consignment motor fuel is generally defined as similar to bulk motor fuel, but instead of the Commonwealth paying Mansfield Oil when a bulk fuel delivery is made, the Commonwealth pays Mansfield Oil as the fuel is pumped by the user from the tank.

The initial contract period for this contract is for three (3) years, with seven (7) one-year renewal options. The contract is **mandatory-use for Executive Branch state agencies** in regard to motor fuel purchases, unless otherwise directed by the Department of General Services (DGS), Division of Purchases and Supply (DPS).

The contract is optional-use for all other authorized users, unless it is deemed to be a mandatory source by their respective controlling legal authority, in coordination with the Department of General Services (DGS), Division of Purchases and Supply (DPS).

For the purposes of this contract, a using entity, whether a state agency or other public body, may be referred to as “agency” “agencies”, “entity”, “entities”, “authorized users”, or “the Commonwealth”. Services covered by this contract are intended to be “Nonprofessional Services” as defined in the Commonwealth of Virginia Agency Procurement and Surplus Property Manual (APSPM).

Reference four (4) additional contracts which resulted from RFP 99:

Bulk Fuel:

James River Solutions Contract Number E194-781:
All districts except Bristol

Bulk Fuel:

Mansfield Oil Company Contract Number E194-777
Bristol District

Ferries/Boats Fuel:

PAPCO, INC. Contract Number E194-782

Fuel Card Program:

Mansfield Oil Company Contract Number E194-779

INSTRUCTIONS

1. **CONTRACT PARTICIPATION:** Commonwealth of Virginia agencies and other public bodies must receive approval from the Department of General Services, Office of Fleet Management Services prior to using the contract. Email carl.loveland@dgs.virginia.gov or telephone at 804-367-4352, or fax at 804-367-8987.

State agencies and other public bodies using the contract must provide to the Office of Fleet Management Services a report of all purchases, including charge card and purchase orders, under the contract. This report is due within 10 days of the end of each yearly quarter. Quarterly reports are due by April 10, July 10, October 10 and January 10 of each year.

2. **ORDERS:** For state agencies and institutions of higher education, placement of orders using the eVA procurement system is mandatory, excluding over-the-counter purchases made using the Voyager and/or other charge cards. For local government entities, placement of orders using the eVA procurement system is

highly encouraged, excluding over the counter purchases made using the Voyager and/or other charge cards. The R02 or X02 Purchase Order Category must be used if an agency, institution of higher education or local government entity elects to use eVA for the optional placement of over the counter purchases made using the Voyager and/or other charge cards. The contract number must be entered on all eVA orders.

3. The applicable contract number, contractor name, pricing and description of goods and services must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Review and approval of contractor's invoice is the responsibility of the state agency or other public body that placed the order with the contractor.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Department of General Services, Office of Fleet Management Services.
6. RENEWAL OF CONTRACT/PRICE ADJUSTMENTS: See Special Terms and Conditions.

CONTRACT PROCEDURES/REQUIREMENTS:

The contractor, Mansfield Oil Company (Mansfield), shall provide consignment motor fuel, including all labor, materials, travel, etc., to Commonwealth of Virginia state agencies and other public bodies on an as-needed basis, or scheduled delivery, whichever is determined by the ordering entity, according to the terms and conditions of this contract. This includes all nine (9) districts in the Commonwealth of Virginia: Bristol, Salem, Lynchburg, Richmond, Hampton Roads, Fredericksburg, Culpeper, Staunton and Northern Virginia.

The Contractor shall provide a consignment-type program that provides fuel and fuel site operations with payment as fuel is pumped to vehicles.

This includes bulk unleaded fuel (87, 89 and 93 octane) gasoline, Number 2 ultra low-sulfur diesel, Premium Number 2 ultra low-sulfur diesel, B2, B5 and B20 bio-diesel, and Premium B2, B5 and B20 bio-diesel fuels, as well as any other motor fuels as may be available in the future and added to the contract through a written contract change notice issued by the Commonwealth contract administrator.

1. Consignment Motor Fuel:

All fuel purchased under the contract must conform to the specifications provided in the *Fuel Specifications* attachment to this contract.

Biodiesel blended Fuel Oil stock: Biodiesel must be derived from virgin soy, rape seed, corn, or other vegetable oils used in the production of Biodiesel. Bio-diesel component must conform to ASTM D6751 specifications and must meet the B100 product

specifications included. Diesel component must conform to the Engine Manufacturer's Association (EMA) premium diesel fuel specification included. Sulfur content in either component may not exceed 0.0015% (15 ppm) max.

2. Pricing:

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank. If it should occur that the OPIS publication is not published for any given day then the previous day's publication will be used in determining the daily price.

Contractor will be responsible for computing the OPIS and providing the Commonwealth with a spreadsheet showing, in separate columns, the daily OPIS, the contract differential or adder, and the total contract price per gallon for all contracted fuel types. The spreadsheet will be provided the business day following deliveries as the OPIS will not have posted until the end of the delivery day. The exact method will be worked out between the COV and the contractor.

See attached *Mansfield Oil Company Consignment Motor Fuel Pricing* spreadsheet for differentials, rack locations, service and other fees, and other pricing information. Also see below for additional description about demurrage, diversion and other fees.

The Commonwealth may audit Mansfield Oil Company's records during the contract as part of the Commonwealth's contract audit process to confirm contract usage and pricing.

The Commonwealth reserves the right to add a contract administration fee during the term of the contract. This fee would be paid by the contractor to the Commonwealth and may be structured, for example, as a percentage of invoiced sales under the contract, paid monthly or quarterly. If such fee is added by the Commonwealth, the contractor will be able to adjust their differentials to account for the fee.

3. Consignment Fuel Orders and Delivery:

For state agencies and institutions of higher education, placement of orders using the eVA procurement system is mandatory, excluding over-the-counter purchases made using the Voyager and/or other charge cards. For local government entities, placement of orders using the eVA procurement system is highly encouraged, excluding over the counter purchases made using the Voyager and/or other charge cards. The R02 or X02 Purchase Order Category must be used if an agency, institution of higher education or local government entity elects to use eVA for the optional placement of over the counter purchases made using the Voyager and/or other charge cards.

All orders placed under the contract are to be fulfilled within forty-eight (48) hours, unless delayed delivery is requested. Saturday and Sunday will not count toward the forty-eight (48) hour delivery period. Contractor will verify the ordering facilities normal

operating hours prior to filling orders. Deliveries will only be accepted during normal operating hours, except for emergencies.

The Contractor shall be responsible for the performance of all delivery personnel. All vehicles used in delivering product, Contractor's or common carrier, shall be in good repair and operated by trained personnel.

Delivery Notification/Demurrage Charges/Diversion Fees

Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges must be a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body.

Mansfield Oil's demurrage charge:

\$ 18 for each 15 minutes over one (1) hour.

Mansfield Oil's diversion fee:

\$ 125 for cancelled loads

\$ 125 for rejected loads

Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location. The diversion fee would be in addition to any applicable demurrage charges.

Demurrage charges and other fees must be listed as separate line items on invoices. Contractor must provide documentation for any charges upon request by the state agency or other public body.

Mansfield agrees not to bill Saturday, Sunday or holiday delivery fees for consignment fuel.

For the purpose of verification by the using agency, and at no additional cost to state agency or other public body, all Tank Wagon delivery vehicles are to be equipped with a metered pump. Transport delivery vehicles may be equipped with a metered pump or have properly calibrated compartments with the capacity clearly marked on each compartment. If a metered pump is provided, a metered delivery ticket shall accompany each delivery. If not, and depending on the quantity ordered, the calibrated compartments should be filled to the secured markers in each compartment for the purpose of the agency verifying the gallons received.

All deliveries of transport and tank wagon loads to state agencies or other public bodies shall conform to the following procedures:

The state agency or other public body will take a Veeder-Root reading and/or stick reading of tank levels before and after delivery. All tank compartments shall be verified as empty by the designated state agency or other public body employee before releasing transports and tank wagons.

Transfer Sheets: Must be supplied for all additives to comply with diesel specifications, with the name of the additive and the amount as a percentage (%).

SAMPLES

Samples may be taken from delivery trucks for testing by an Independent Lab or by the Dept. of Agriculture and Consumer Service for compliance with specifications as listed in the contract. Any fuel that does not meet the specifications must be pumped out of tanks and replaced at the expense of the Contractor. Any expenses incurred by state agencies or other public bodies due to the above will also be at the expense of the Contractor. **Additives will not be dumped at the site. All additives are to be splash blended prior to delivery. State agencies and other public bodies have the right to request a sample of diesel/gasoline at any time during the contract period.**

4. Consignment (General):

Consignment requires equipment interface with Mansfield Oil as Mansfield will poll the card readers on site as well as the inventory management and tank compliance via the Veeder Root or other equipment existing or installed, provided it is remote capable.

Inventory Management via an electronic probe is a requirement of Consigned Fuel Program and has been included already within the consigned pricing.

Consignment Process:

- Mansfield Oil will take possession of existing inventory in each consigned tank and will pay the owning agency for that fuel at an agreed price based on a published OPIS index.

- Mansfield will require remote access to the card reader installed with remote access or a new one provided that Mansfield can interface with it and that it accepts the selected retail card or other access means designed by the Agency. Additional equipment services may be required. Mansfield may accept consistent usage file uploads as well for consignment billing.
- Mansfield will require remote access to the existing remote capable tank gauge. This will provide inventory readings daily to Mansfield as well tank compliance reporting and alarms should those options be selected. Mansfield will require that a leak detection process be in place before taking over the tank. The Agency will provide a single communication line to the equipment and provide for a splitting device for the single line.
- Mansfield will bill each agency separately as they fuel from the consigned tank. This process is automated and deliverable electronically with detailed back up for each transaction, supporting the invoice.
- The tank can be networked for access by all state agencies or can be restricted to only owner Agency users.
- A monthly true up will occur at each tank whereby book inventory plus deliveries less transactions billed will be reconciled. A shortage will be billed to the owner agency and an overage will be credited to the owner agency. Mansfield has a thorough book to inventory process that is provided for approval before billing.

Mansfield maintains a comprehensive inventory management system that takes daily polled (from compatible inventory probes) information from each site and groups them by customer for dedicated service personnel to schedule deliveries. The proprietary system utilized calculates average usage daily and monthly and auto recommends deliveries based on historical usage against minimum inventories and tank capacity, so as to prevent overfills and maintain contractual minimums. Similar information is shared with the web interface for the users to review.

Locations that are consigned require card reader interface and tank gauge interface and will be charged a monthly fee of \$75.00 per month, per site (card reader) for the card reader management, regardless of number of card readers, with the exception of locations the meet or exceed at least 50,000 gallons per month (see below). Inventory Management can be accomplished via the tank gauge in place, once made remote capable at no extra charge.

A minimum gallon throughput of 50,000 gallons monthly per site (card reader) will avoid the \$75.00 per month, per site (card reader) for the card reader management fee. 50,000 gallons monthly per site (card reader) would include all gallons from that site (card reader) and can be met through aggregately combining that agency's fuel site volumes or applying them individually, so as to meet the minimum gallons per site.

A "site" is defined as a card reader. A single card reader may be used for multiple tanks. All gallons from the multiple tanks under a card reader would go toward the minimum gallon throughput of 50,000 gallons monthly per site needed to avoid the card reader management fee.

The Commonwealth's Department of General Services, Office of Fleet Management Services, will not pay card reader management fees under this contract.

The Commonwealth reserves the right to revisit the monthly card reader management fee and inventory management fee in the future as more information is gathered about consignment fuel usage.

The Commonwealth understands that the monthly card reader management fee and inventory management fee would not apply to state agencies and other public bodies that gather their own fuel usage information from their fuel sites, collect this into a central location and provide it to Mansfield. An example of this is VDOT: VDOT will be gathering their own fuel usage information from their fuel sites, collecting this into a central location and providing it to Mansfield.

Each agency will be responsible for costs associated with upgrading their facility, if required to compatible equipment and remote capability including power, construction and communication lines.

Should the agency choose to utilize Mansfield Oil for environmental reporting needs, an additional cost of \$50 per month, per site, regardless of number of tanks will be billed. All reports are made available on line through the customer's log in. This again can be paid monthly or rolled up into the price per gallons based on historical volumes. Mansfield Oil Company is a certified 3rd party monitoring agency and can provide the necessary alarm response and closure as well as required monthly reporting for underground tank's regulatory requirements.

5. Special Needs:

a. Contractor shall provide a web-based program for tracking agency and other public body consignment fuel purchases. Programs shall be easy to navigate and data available in real time or within a very short time frame (ie. within 24 hours). Access shall be allowed by several entities rather than just a central location. For example, the headquarters of a state agency shall be allowed access to all of its sub-agencies, but each sub-agency shall have access to data relevant to its particular location.

Mansfield Web Site/Reports

Mansfield agrees to allow COV users to access the Mansfield web site through a log in. The log-ins grant them specific authorizations in what they can do on the web site. The system can be accessed through an internet connection utilizing Internet Explorer 7.0 or higher. Reports can be generated by simply clicking through the options menu. Additionally, ad hoc reports can be performed in the same method and either produced in standard report format or downloaded into Microsoft Excel for further review and manipulation. Transaction data cannot be

changed by the users. For any custom reports that may be required, Mansfield provides staff and resources to produce those reports at no charge. There are no limits to the number of users that can access the system. Virginia will be responsible for managing users and access.

There are no limits to the Commonwealth's access to their own data and transactions. Limits are in place for making any changes to accounts and cards.

b. Customer Service: Contractor shall have a problem resolution process that ensures billing errors and discrepancies are addressed swiftly.

c. The contractor shall be responsible for all clean-up and costs associated with fuel spills that occur during fuel deliveries where contractor and or carrier are deemed negligent. This includes any requirements, fines or fees assessed by the Department of Environmental Quality, Environmental Protection Agency or other regulatory departments, agencies, etc. See attached Mansfield Oil Company Emergency Spill Response Procedures. The contractor must notify the Commonwealth of Virginia contract administrator within 24 hours of a spill. The Mansfield Spill Policy is attached to this contract document. Mansfield maintains insurance for these types of issues where Mansfield and or its carrier are negligent. Mansfield additionally requires its carriers to carry a minimum of \$2M in aggregate insurance.

6. Bulk/Consignment Fuel Rebate:

Mansfield Oil and DGS will review and execute a profit sharing program for DGS and its customers for increased volume based on the table below. This rebate program will occur only on combined bulk and consignment fuel gallons billed. Retail gallons do not apply. Rebates will be issued on rebate amount for gallons identified.

The first volume threshold on the monthly volume rebates will start at 400,000 gallons billed for combined bulk and consignment fuel. The aggregate volume of all contract users will apply to the volume rebates. A report on usage will be made available as required. Rebates will occur through credit invoice or check to either DGS or to using agency as determined by the Commonwealth's contract administrator. This will be established during implementation setup.

Bulk/Consignment Rebates: The bulk/consignment rebate program will occur on bulk/consignment gallons billed. Retail fuel volumes do not apply.

Rebates will be computed as follows:

400,000 to 749,999 gallons monthly: Volume rebate of \$.0020 per gallon

750,000 to 1,000,000 gallons monthly: Volume rebate of \$.0040 per gallon

1,000,000 and over gallons monthly: Volume rebate of \$.0050 per gallon

Program will be executed once combined bulk/consigned volume exceeds 400,000 gallons monthly for 3 consecutive months: Rebates will be paid monthly to DGS Fleet Management unless otherwise directed.

7. Reporting:

a. SWAM Compliance Report: The Contractor shall provide an annual report on involvement of Department of Minority Business Enterprise (DMBE) certified small, women and minority owned businesses to the Commonwealth's contract administrator. This report shall provide the contractor's actual dollar expenditures year to date with DMBE-certified small businesses, women-owned businesses and minority-owned businesses in performance of the contract. Provide report on the attached "SWAM Compliance Report" template.

b. Reports as requested by authorized users of the contract and the contract administrator.

c. Quarterly Report

Transaction Fee: 0.50% of the Contractor's invoiced sales, paid quarterly. Each quarterly eVA transaction fee payment shall be submitted to the Commonwealth's contract administrator within 15 days after the end of the quarter and shall be substantiated by an itemized report of the invoiced sales used to calculate the eVA transaction fee payment for that quarter. The report shall be provided in an Excel format and shall include the following itemized data:

- Purchase Order Number
- Purchasing Agency/Entity
- Contractor's Invoice Number
- Contractor's Invoice Date
- Contractor's Invoice Amount
- Fuel type
- Unit price
- Number of gallons

To assist the Commonwealth in monitoring the contract, provide a detailed report provided by your Voyager and/or other charge card vendor validating the charge card vendor's invoices to your firm, for anything ordered with a Voyager or other charge card under the contract. Attach this to your monthly report.

8. Method for Payment:

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work, as applicable. Reference the *General Terms and Conditions*.

9. Invoicing:

Invoices may be submitted monthly. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule.

Invoices must be sent to the individual addresses listed on each purchase order or agency purchase order.

No payment will be made to subcontractors. The Contractor shall be fully responsible for all invoicing to applicable agencies.

10. Emergency Fuel Requirements:

Neither the contractor nor the Commonwealth of Virginia can assume or predict the circumstances that may be present when an emergency occurs that may cause shortages in fuel supply or require specialized equipment to go to unknown areas for an unknown period of time. Any emergency fueling operations that are required and requested that fall out of normal operations as defined in the contract may be billed to the requesting state agency or other public body at the contractor's cost of providing emergency goods and services above and beyond normal operations. The Commonwealth and the contractor may also negotiate an agreed-upon markup in cents per gallon, flat fee, or other pricing for such goods and services. Freight charges that exceed typical freight may be charged as a cost over and beyond normal operations if they are pulled from other regions as a result of short supply due to causes unrelated to the contractor or the Commonwealth, and are approved in advance by the ordering entity. The contractor and the Commonwealth may also agree to split any added costs. Added costs do not apply to topping off tanks in preparation for hurricanes or events that can be planned for in advance.

Emergency orders are defined as any order or delivery that occurs whereby fuel must be delivered from an alternative terminal area, or that are due to outages for reasons that are outside of the control of the contractor or the Commonwealth. Emergency orders must be approved by the requesting state agency or other public body prior to shipment or delivery. There may be times when an order was not placed by a state entity and a "rush" delivery may be requested. Rush orders are not classified as emergency. Industry-wide petroleum supply issues or weather-related issues are examples of what may generate emergency orders. Examples may include hurricane related supply shortages due to refinery infrastructure damage, hurricane related road infrastructure damage, terminal or pipeline damage, downtime or closure, oil supply at the refiner level. Emergency orders must be clearly identified as such, and invoices must also contain this identification.

Emergency Fuel/VDEM: Under the contract, contractors shall work with the Commonwealth of Virginia Department of Emergency Management (VDEM) and other state agencies and other public bodies during weather and other emergencies to provide motor fuel goods and services. At a minimum there will be:

- 24 hours a day, seven days a week contact information
- Special equipment to allow contractors to dispense fuel into other than bulk fuel tanks.

VDEM: It is unknown at this time, due to inconsistency of events, exactly how many activations that the Contractor may be called upon to respond to during any given emergency period. There may be no requests during a calendar year. Events the Contractor may be requested to assist with include all facilities, equipment, personnel, materiel, and other resources necessary in order to respond in a manner to fully support the degree of severity for any given event requirements. Considerations may include, but are not limited to (in no order of priority):

1. Identification of the locations of fuel sites and storage location statewide.

Mansfield Oil Company is operating out of practically all public storage facilities in and around Virginia. Those include Richmond, Norfolk, Fairfax, Roanoke and Knoxville. Additionally, Mansfield has full coverage in North Carolina, Maryland, West Virginia, and Tennessee. Full national coverage with product supply, carriers, jobbers and equipment are available to implement.

2. Availability of fuel goods and services to include shortage facilities and mobile units transporting same.

Mansfield Oil Company is a shipper on the Colonial Pipeline and stores product in various areas during specific times. Allocations of product are already in place at each terminal, that will allow for sufficient product to be distributed. Mansfield Oil Company's Delivery One network has in place subcontractors available for deployment during emergency needs, with equipment and staff.

3. The contractors will make the Commonwealth of Virginia and other public bodies a priority during any given emergency.

Critical services and emergency responders are first priority in emergency fuel operations. Priority is given to contractual customers, government first, before other's needs are considered.

4. The Commonwealth of Virginia Emergency Operations Center (EOC) will coordinate requirements via task orders. Contractor shall provide updated contact information for their firm's representatives to the EOC.

Mansfield will recommend that VDEM play a role in the contract implementation to ensure that Mansfield is prepared to meet their expectations before an emergency occurs.

Dedicated Storm and Emergency Restoration Fuel Support

Mansfield Oil Company operates nationally for emergency services, being a primary provider to utilities, governments, and emergency response entities. During the past two hurricane events, Ike and Katrina, Mansfield Oil Company proved itself as a dependable supplier on both occasions, ensuring that contract facilities were a top priority. Fuel delivered from Nashville, Baltimore and other regions were utilized to supplement the shortage of supply in the region so as to maintain operations. Mansfield prepared its customer's facilities well in the Ike Hurricane event by having practically all of the managed sites topped off before the event occurred, working closely with specific entities to maintain sufficient operational volumes during this event. Most recently, Mansfield provided a mobile refueler to Horry County to provide fueling to fire trucks combating the wildfires that erupted in that area.

As a fuel and fuel management supplier to Federal, State, and Local Governments as well as thousands of commercial and retail clients throughout 49 U.S states, Mansfield maintains a current and thorough emergency response plan including redundant operations centers and data backup. When emergency situations occur, Mansfield Oil is there to provide for its contractual customers to maintain operations, fully implementing national supply availability of both bulk fuel and transport supply. Mansfield Oil is aware of the VDEM's efforts and understands the need to provide for emergency fueling and staging when required during inclement weather. Mansfield stands ready to fully implement our emergency operations in the event of a Hurricane or Declared Emergency and have ready trucks and supply to supplement the vehicles in the critical areas. We have found that paying for this service ongoing until an event occurs is not practical. Whereas, securing trucks and having readily available supply before an event occurs best meets the financial and operational needs of our customers. We have weathered many and have come out each fully satisfied that we utilized our full network to meet the emergency needs of our customers. These same customers know that Mansfield, due to its industry depth and supply network, is the vendor best suited to keep them supplied during emergency situations. These events have occurred with our Commercial, Government and Utility contracts in Louisiana, Florida, South Florida and up the East Coast.

Mansfield Oil prepares for emergency supply well in advance of catastrophic events by topping off tanks and contracting fuel supply to ensure consistent supply during the event. As Mansfield will propose to be connected with all participant's tanks, inventories are monitored closely. Additionally, Mansfield's LTL department, with nationwide agreements with LTL and mobile refuelers, can provide for staging emergency fueling to be made available if required or requested. Any emergency fueling operations that are required and requested that fall out of normal operations of Virginia contract facilities are billed to the Customer at the cost of emergency services above and beyond normal operations plus a markup of \$.10 cents per gallon. Freight charges that exceed typical freight will be charged as a cost over and beyond normal operations if they are pulled

from other regions as a result of short supply due to causes unrelated to Mansfield or Virginia DGS or serviced agency. This does not apply to topping off tanks in preparation for Hurricanes or events that can be planned for in advance.

Should DGS decide that an insurance policy is required at specific sites, a per site fee of \$100-150 per site is billed monthly, From that point, regular wet-hosing fees of Opis Average plus \$.25 per gallon will apply on top of the monthly fee, when utilized. The program exists now to implement, As Hurricanes are the primary factor in planning for the Virginia regions, there is sufficient time to execute a staging or emergency supply for any area prior to the event. Mansfield's deep Delivery One network can and has before, provide that critical service to you for product sourcing from any nearby area as well as staging wet hosing or temporary tank placement.

Mansfield Oil currently operates out of 450 supply terminals nationwide, with 2594 supply access points for bulk fuel. Mansfield receives over 17,000 supply prices daily to upload into our pricing systems. Mansfield's carrier system involves over 400 carrier partners.

TERMS AND CONDITONS

GENERAL TERMS AND CONDITIONS:

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age,

color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by

the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP's:

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed

to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent

of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (1 of 3)

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

(continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/

\$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

PAYMENT (1 of 4)

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (2 of 4)

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 4)

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which

provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PAYMENT (4 of 4)

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

X. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. Transaction Fee: 0.50% of the Contractor's invoiced sales, paid quarterly. Each quarterly eVA transaction fee payment shall be submitted to the DPS Contract Officer within 15 days after the end of the quarter and shall be substantiated by an itemized report of the invoiced sales used to calculate the eVA transaction fee payment for that quarter. The report shall be provided in an Excel format and shall include the following itemized data:
 - Purchase Order Number
 - Purchasing Agency/Entity
 - Contractor's Invoice Number
 - Contractor's Invoice Date
 - Contractor's Invoice Amount
 - Fuel Type
 - Unit Price
 - Number of Gallons

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

SET ASIDES

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified

small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Commonwealth will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include the Commonwealth in any client list in advertising and promotional materials.
2. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **ADDITIONAL USERS**: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
4. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **CANCELLATION OF CONTRACT**: The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **PROPOSAL SUBMISSION FOR SEALED "REQUEST FOR PROPOSAL" (RFP)**: Only paper submissions will be accepted for this solicitation. Read this entire term and condition prior to submitting your proposal.

Offeror must print and sign the “Solicitation Paper Response” document for this Request for Proposals (RFP) and submit it with their hardcopy sealed proposal. The “Solicitation Paper Response” document can be printed from the Division of Purchasing and Supply eVA web site at www.eva.virginia.gov. To print the document, go to the eVA website and click on "Solicitations and Awards". In the Keyword Search field, type in the word "Manion" (no quotes) and click the "Search" button. Look for RFP 99 “Bulk and Commercial Motor Fuel/Fuel Cards”. Click on the “Details” button. Details of the solicitation are shown, including the RFP attachments. To view the “Solicitation Paper Response” document, click the “Respond By Mail” button under “Response Options”. **IMPORTANT: ONLY PAPER SUBMISSIONS WILL BE ACCEPTED FOR THIS SOLICITATION. DO NOT USE THE “RESPOND ONLINE” BUTTON UNDER “RESPONSE OPTIONS”.** To print the “Solicitation Paper Response” document, click the “Send to Printer” box.

The offeror shall return their signed proposal in a sealed envelope. The envelope should be addressed as follows:

For proposals sent via an express delivery service, send the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 6th Floor Receptionist/Bid Receiving, 1111 East Broad Street, Richmond, VA 23219.

For hand-delivered proposals, deliver the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 6th Floor Receptionist/Bid Receiving, 1111 East Broad Street, Richmond, VA 23219.

For proposals sent via the U.S. Postal Service, send the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, P.O. Box 1199, Richmond, VA 23218-1199. If mailed via the U.S. Postal Service, the offeror must allow sufficient time for the proposal to make its way through the Commonwealth’s Mail Security Processing System prior to delivery to Bid Receiving.

For all proposals, make sure the Request for Proposals (RFP) name and number are clearly visible on the outside of the envelope. The envelope should also provide the following information: Name of Offeror, Street or Box Number, City, State, Zip Code; and Solicitation Close Date and Time, Solicitation No., Solicitation Description, and Contract/Purchase Officer. If a solicitation response is not contained in an envelope as described above the offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other un-requested correspondence or other proposals should be placed in the envelope. **The Commonwealth is not responsible if the solicitation response does not reach Bid Receiving by the appointed day and time.**

Important: Amendments to the RFP may be made by the Commonwealth, and offeror acknowledgments of amendments must be received at Bid Receiving either prior to the proposal due date and hour or attached to your proposal. Before submitting your proposal, and prior to the proposal due date and time, check the eVA website to confirm if any

amendments have been issued. If an amendment has been made, re-print the “Solicitation Paper Response” document, acknowledge the amendment on the appropriate line of the “Reminders” section, and send in the revised “Solicitation Paper Response” document.

7. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
8. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the bidder/offeror to submit such data sheets may be cause for declaring the proposal as nonresponsive.
9. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

10. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held at 10:00 AM EDT on September 15, 2009 at the Division of Purchases and Supply, 1111 E. Broad Street, 1st Floor Bid Tab room, Richmond, VA 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation and posted on the eVA web site at www.eva.virginia.gov.

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **PRODUCT INFORMATION:** The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
14. **RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:** The contract will have an initial contract period of three (3) years. The contract may be renewed by the Commonwealth for seven (7) successive one-year periods under the terms and conditions of the original contract except as stated below. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

Price adjustments may be permitted for changes in the contractor's cost of providing goods and services under the contract. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No

price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in the contractor's cost of fuel used for transportation in providing goods and services under this contract. Price escalation may be permitted at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that price escalation for the contractor's cost of fuel used for transportation in providing goods and services under this contract may be permitted at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of goods or services are required to be communicated immediately to the purchasing office.

If the Commonwealth elects to exercise the option to renew the contract for additional one-year periods, the same price adjustments as stated above will apply.

15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
16. **eVA Business-To-Government Contracts and Orders:** This Special Term and Condition was deleted by RFP Amendment 4.
17. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
18. **Biodiesel Fuel:**

From Robert F. McDonnell, Governor of Virginia, Executive Order No. 19 (2010)
Conservation and Efficiency in the Operation of State Government, directing the Governor's Secretaries and all executive branch agencies and institutions, to every extent practicable, to operate in accordance with the following guideline:

Beginning on September 1, 2010, procure only diesel fuel, taking into consideration availability and variability in cost of biodiesel fuel with respect to unblended diesel fuel, containing, at a minimum, two percent, by volume, biodiesel fuel or green diesel fuel, as defined in § 45.1-394 of the *Code of Virginia*. This requirement shall only apply to procurements of diesel fuel for use in on-road internal combustion engines and #2 fuel burned in a boiler, furnace, or stove for heating, and shall not apply if supply is not readily available or the cost of such procurement exceeds the cost of unblended diesel fuel by 5 percent or more.

For the purposes of this motor fuel contract, the Commonwealth's definition of availability is when blended biodiesel fuel is available at the fuel terminal. The contractor understands that biodiesel at the common terminal level in various percentages will have an OPIS price reference and will be utilized as the OPIS reference product. For example, fuel that is required for Bio 2% would have an OPIS reference price for that product, which would be used in pricing. This will apply to the common pipeline and waterborne fuel terminals supporting Virginia, not privately owned facilities, where price and availability of biodiesel products are controlled by a single company.

19. **QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL (RFP):**

Provide any questions regarding this solicitation to Matt Manion, CPPO, C.P.M., VCO at matt.manion@dgs.virginia.gov by October 28, 2009. Any amendment(s) to the solicitation will be posted on the eVA web site at www.eva.virginia.gov.

20. **THIS ITEM HAS BEEN DELETED:** Reference Amendment 2.

21. **CONTINUITY OF SERVICES:** Contractor recognizes that Services provided under this Contract are vital to the Commonwealth and any Authorized User, and that Services must be continued without interruption, and that upon expiration or termination, a successor, either the Commonwealth or another contractor, must continue the Services provided herein. Therefore, Contractor hereby agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all Commonwealth-owned facilities, equipment, and data available to any successor at an appropriate time to be determined in cooperation with the DGS Contracting Officer, and prior to the expiration or termination of the contract to facilitate transition to any successor; and
- c. That the DGS Contracting Officer shall have final authority to resolve any disputes related to the transition of the contract from the Contractor to any successor.

Contractor shall, upon written notice from the Contract Officer, furnish a phase-in/phase-out services for up to ninety (90) days after this Contract expires or is terminated, and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that results from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

22. **CONTRACTUAL DISPUTES**: In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of General Services, its officers, agents and employees, including, without limitation, the Contracting Officer, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in the Appendices to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

23. **INVOICING**: Contractor shall remit each invoice directly to the ordering Authorized User. Contractor shall issue invoices, identifying at a minimum, the components listed below.
- a. product description
 - b. price per unit
 - c. quantities

- d. extended price
- e. date ordered
- f. date delivered
- g. purchase order number
- h. ordering entity name, address and contact person

24. **CONTRACTOR ACCESS TO COMMONWEALTH LOCATIONS:** The Commonwealth shall grant to Contractor personnel such access to the Commonwealth locations as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth, or the Authorized User submitting an Order under this Agreement, would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.
25. **CONTRACTOR'S REPORT OF SALES:** Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all invoiced sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of an invoiced sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. Contractor shall provide this report to the DGS Office of Fleet Management Services via email to OFMS@dgs.virginia.gov, or other designated office, within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser, and other details as may be requested by the Commonwealth. The report is required to be in electronic MS Excel spreadsheet format (.xls). The Contractor shall provide other reports pertaining to the contract as may be required by the Commonwealth.
26. **FUEL SITES/ADDITIONAL GOODS AND SERVICES:** The Commonwealth reserves the right to increase and / or decrease the number of sites to which fuel is provided, and to add and delete fuel-related goods and services, during the term of the contract.
27. **ADVANCEMENTS:** The Commonwealth reserves the right to modify any contract that results from this solicitation to allow for progressive growth, knowledge, and advancements and/or any Federal, State or Local changes to bulk and commercial motor fuel/fuel card specifications, requirements, and/or regulations as specified. For any such modifications, contract pricing formula shall remain the same in calculating contract rates, unless an alternate formula is mutually agreed to by the Commonwealth and the contractor.

28. **REPLACEMENT OF FUEL:** In the event the contractor fails to deliver fuel meeting or exceeding specifications, the receiving authorized user location may direct the contractor to remove such fuel and replace it at no additional cost to the requesting location. If the contractor is unable to deliver fuel meeting or exceeding these specifications within the time period specified for delivery, the requesting location may purchase the material elsewhere and the increased cost, if any, will be paid by the contractor.
29. **DAMAGES/INJURY TO OWNER'S PROPERTY:** When entering any delivery site to make deliveries or perform work, the contractor will 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.
30. **REGULATIONS:** The contractor shall be responsible for complying with all federal, state, and local environmental and other regulations relating to transportation, handling, storage, spillage and any other aspect of providing the fuel and services, as applicable. The contractor shall be responsible for prompt and thorough clean up of all spillage, per EPA specifications.
31. **PRICES:** Prices must be in US Dollars. In the case of errors in the extension of prices, the unit price shall govern.
32. **MOST FAVORED PRICING:** Throughout the term of this Contract, the Contractor agrees to give the Commonwealth pricing as favorable as the pricing contained in any agreement the Contractor enters into with any other similarly situated public body. A similarly situated public body is defined as a public body in one or more of the geographic districts defined in this Contract. For example, if the Contractor, after the date of this Contract, enters into an agreement to provide motor fuel to a public body at a price that is lower than the Contractor's price for fuel to that public body's district under this Contract, the Contractor agrees that it will notify the Commonwealth within five business days and will offer to amend the price specified in this Contract for the district in which that public body is located, retroactive to the date on which the Contractor entered into its agreement with the public body. Pricing must be compared on a "net" basis so a meaningful comparison can be made, i.e., taking into account any credits, discounts, or other provisions under the Contractor's agreement, which have the effect of reducing the net payment to be made for the quantity of fuel that must be purchased to qualify for the credit, discount, or other monetary allowance under such other agreement. This "Most Favored Pricing" clause shall not apply to Contractor agreements that are already in existence on the start date of this Contract, or to the renewal or extension of such agreements. This clause applies only to the type of motor fuels available under this Contract.
33. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a

contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

34. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**
Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Note: The Commonwealth reserves the right to add a contract administration fee during the term of the contract. This fee would be paid by the contractor to the Commonwealth and may be structured, for example, as a percentage of invoiced sales under the contract, paid monthly or quarterly. If such fee was added by the Commonwealth, the contractor would be able to adjust their differentials to account for the fee.

Consignment Motor Fuel: BRISTOL

Contractor: Mansfield Oil Company

Rack location: Richmond

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.0998				
2	Gasoline 89 Octane	\$ 0.0998				
3	Gasoline 93 Octane	\$ 0.0998				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0948				
5	Premium Number 2 ULSD Diesel	\$ 0.1072				
6	B2 Biodiesel	\$ 0.1372				
7	B5 Biodiesel	\$ 0.1372				
8	B20 Biodiesel	\$ 0.1372				
9	Premium B2 Biodiesel	\$ 0.1572				
10	Premium B5 Biodiesel	\$ 0.1572				
11	Premium B20 Biodiesel	\$ 0.1572				

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.2073				
2	Gasoline 89 Octane	\$ 0.2073				
3	Gasoline 93 Octane	\$ 0.2073				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.2073				

5	Premium Number 2 ULSD Diesel	\$	0.2073				
6	B2 Biodiesel	\$	0.2073				
7	B5 Biodiesel	\$	0.2073				
8	B20 Biodiesel	\$	0.2073				
9	Premium B2 Biodiesel	\$	0.2073				
10	Premium B5 Biodiesel	\$	0.2073				
11	Premium B20 Biodiesel	\$	0.2073				

Consignment Motor Fuel: SALEM

Contractor: Mansfield Oil Company

Rack location: Roanoke

Prices for consignment fuel will be based on the OPI'S Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$ 0.0546			
2	Gasoline 89 Octane	\$ 0.0546			
3	Gasoline 93 Octane	\$ 0.0546			
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0664			
5	Premium Number 2 ULSD Diesel	\$ 0.0864			
6	B2 Biodiesel	\$ 0.0964			
7	B5 Biodiesel	\$ 0.0964			
8	B20 Biodiesel	\$ 0.0964			
9	Premium B2 Biodiesel	\$ 0.1064			
10	Premium B5 Biodiesel	\$ 0.1064			
11	Premium B20 Biodiesel	\$ 0.1064			

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$ 0.1573			
2	Gasoline 89 Octane	\$ 0.1573			
3	Gasoline 93 Octane	\$ 0.1573			

4	Number 2 Ultra Low Sulfur Diesel	\$	0.1573		
5	Premium Number 2 ULSD Diesel	\$	0.1773		
6	B2 Biodiesel	\$	0.1873		
7	B5 Biodiesel	\$	0.1873		
8	B20 Biodiesel	\$	0.1873		
9	Premium B2 Biodiesel	\$	0.1873		
10	Premium B5 Biodiesel	\$	0.1873		
11	Premium B20 Biodiesel	\$	0.1873		

Consignment Motor Fuel: LYNCHBURG

Contractor: Mansfield Oil Company

Rack location: Richmond

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.0676
2	Gasoline 89 Octane	\$ 0.0676
3	Gasoline 93 Octane	\$ 0.0676
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0763
5	Premium Number 2 ULSD Diesel	\$ 0.0833
6	B2 Biodiesel	\$ 0.1063
7	B5 Biodiesel	\$ 0.1063
8	B20 Biodiesel	\$ 0.1063
9	Premium B2 Biodiesel	\$ 0.1063
10	Premium B5 Biodiesel	\$ 0.1063
11	Premium B20 Biodiesel	\$ 0.1063

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.2473
2	Gasoline 89 Octane	\$ 0.2473
3	Gasoline 93 Octane	\$ 0.2473
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.2473

5	Premium Number 2 ULSD Diesel	\$	0.2473		
6	B2 Biodiesel	\$	0.2623		
7	B5 Biodiesel	\$	0.2623		
8	B20 Biodiesel	\$	0.2623		
9	Premium B2 Biodiesel	\$	0.2623		
10	Premium B5 Biodiesel	\$	0.2623		
11	Premium B20 Biodiesel	\$	0.2623		

Consignment Motor Fuel: RICHMOND

Contractor: Mansfield Oil Company

Rack location: Richmond

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.0581				
2	Gasoline 89 Octane	\$ 0.0581				
3	Gasoline 93 Octane	\$ 0.0581				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0674				
5	Premium Number 2 ULSD Diesel	\$ 0.0744				
6	B2 Biodiesel	\$ 0.0974				
7	B5 Biodiesel	\$ 0.0974				
8	B20 Biodiesel	\$ 0.0974				
9	Premium B2 Biodiesel	\$ 0.0974				
10	Premium B5 Biodiesel	\$ 0.0974				
11	Premium B20 Biodiesel	\$ 0.0974				
TANK WAGON:						
<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.1323				
2	Gasoline 89 Octane	\$ 0.1323				
3	Gasoline 93 Octane	\$ 0.1323				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.1323				

5	Premium Number 2 ULSD Diesel	\$	0.1393					
6	B2 Biodiesel	\$	0.1543					
7	B5 Biodiesel	\$	0.1543					
8	B20 Biodiesel	\$	0.1543					
9	Premium B2 Biodiesel	\$	0.1543					
10	Premium B5 Biodiesel	\$	0.1543					
11	Premium B20 Biodiesel	\$	0.1543					

TRANSPORT (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>					
1	Reformed Gasoline 87 Octane	\$	0.0481					
2	Reformed Gasoline 89 Octane	\$	0.0481					
3	Reformed Gasoline 93 Octane	\$	0.0481					

TANK WAGON (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>					
1	Reformed Gasoline 87 Octane	\$	0.1323					
2	Reformed Gasoline 89 Octane	\$	0.1323					
3	Reformed Gasoline 93 Octane	\$	0.1323					

Consignment Motor Fuel: HAMPTON ROADS

Contractor: Mansfield Oil Company

Rack location: Norfolk

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.0532				
2	Gasoline 89 Octane	\$ 0.0532				
3	Gasoline 93 Octane	\$ 0.0532				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0625				
5	Premium Number 2 ULSD Diesel	\$ 0.0825				
6	B2 Biodiesel	\$ 0.0915				
7	B5 Biodiesel	\$ 0.0915				
8	B20 Biodiesel	\$ 0.0915				
9	Premium B2 Biodiesel	\$ 0.0915				
10	Premium B5 Biodiesel	\$ 0.0915				
11	Premium B20 Biodiesel	\$ 0.0915				

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.1673				
2	Gasoline 89 Octane	\$ 0.1673				
3	Gasoline 93 Octane	\$ 0.1673				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.1673				

5	Premium Number 2 ULSD Diesel	\$	0.1873				
6	B2 Biodiesel	\$	0.1673				
7	B5 Biodiesel	\$	0.1673				
8	B20 Biodiesel	\$	0.1673				
9	Premium B2 Biodiesel	\$	0.1873				
10	Premium B5 Biodiesel	\$	0.1873				
11	Premium B20 Biodiesel	\$	0.1873				

TRANSPORT (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$	0.0922			
2	Reformed Gasoline 89 Octane	\$	0.0922			
3	Reformed Gasoline 93 Octane	\$	0.0922			

TANK WAGON (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$	0.1673			
2	Reformed Gasoline 89 Octane	\$	0.1673			
3	Reformed Gasoline 93 Octane	\$	0.1673			

HAMPTON ROADS DISTRICT – EASTERN SHORE – TRANSPORT –DIESEL ONLY

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Number 2 Ultra Low Sulfur Diesel	\$ 0.1222				
2	Premium Number 2 ULSD Diesel	\$ 0.1422				
3	B2 Biodiesel	\$ 0.1512				
4	B5 Biodiesel	\$ 0.1512				
5	B20 Biodiesel	\$ 0.1512				
6	Premium B2 Biodiesel	\$ 0.1712				
7	Premium B5 Biodiesel	\$ 0.1712				
8	Premium B20 Biodiesel	\$ 0.1712				

HAMPTON ROADS DISTRICT – EASTERN SHORE – TRANSPORT REFORMED – NO DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$ 0.0532				
2	Reformed Gasoline 89 Octane	\$ 0.0532				
3	Reformed Gasoline 93 Octane	\$ 0.0532				

HAMPTON ROADS DISTRICT – EASTERN SHORE – TANK WAGON GAS AND DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Gasoline 87 Octane	\$ 0.1673				

2	Gasoline 89 Octane	\$	0.1673				
3	Gasoline 93 Octane	\$	0.1673				
4	Number 2 Ultra Low Sulfur Diesel	\$	0.1673				
5	Premium Number 2 ULSD Diesel	\$	0.1873				
6	B2 Biodiesel	\$	0.1673				
7	B5 Biodiesel	\$	0.1673				
8	B20 Biodiesel	\$	0.1673				
9	Premium B2 Biodiesel	\$	0.1873				
10	Premium B5 Biodiesel	\$	0.1873				
11	Premium B20 Biodiesel	\$	0.1873				
HAMPTON ROADS DISTRICT - EASTERN SHORE - TANK WAGON REFORMED - NO DIESEL							
<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$	0.1673				
2	Reformed Gasoline 89 Octane	\$	0.1673				
3	Reformed Gasoline 93 Octane	\$	0.1673				

Consignment Motor Fuel: FREDERICKSBURG

Contractor: Mansfield Oil Company

Rack location: Richmond

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.0561
2	Gasoline 89 Octane	\$ 0.0561
3	Gasoline 93 Octane	\$ 0.0561
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0656
5	Premium Number 2 ULSD Diesel	\$ 0.0856
6	B2 Biodiesel	\$ 0.0946
7	B5 Biodiesel	\$ 0.0946
8	B20 Biodiesel	\$ 0.0946
9	Premium B2 Biodiesel	\$ 0.1146
10	Premium B5 Biodiesel	\$ 0.1146
11	Premium B20 Biodiesel	\$ 0.1146

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.1673
2	Gasoline 89 Octane	\$ 0.1673
3	Gasoline 93 Octane	\$ 0.1673
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.1673
5	Premium Number 2 ULSD Diesel	\$ 0.1873
6	B2 Biodiesel	\$ 0.1823

7	B5 Biodiesel	\$ 0.1823		
8	B20 Biodiesel	\$ 0.1823		
9	Premium B2 Biodiesel	\$ 0.1823		
10	Premium B5 Biodiesel	\$ 0.1823		
11	Premium B20 Biodiesel	\$ 0.1823		

TRANSPORT (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>		
1	Reformed Gasoline 87 Octane	\$ 0.0561		
2	Reformed Gasoline 89 Octane	\$ 0.0561		
3	Reformed Gasoline 93 Octane	\$ 0.0561		

TANK WAGON (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>		
1	Reformed Gasoline 87 Octane	\$ 0.1673		
2	Reformed Gasoline 89 Octane	\$ 0.1673		
3	Reformed Gasoline 93 Octane	\$ 0.1673		

Consignment Motor Fuel: CULPEPER

Contractor: Mansfield Oil Company

Rack location: Fairfax

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$ 0.0735			
2	Gasoline 89 Octane	\$ 0.0735			
3	Gasoline 93 Octane	\$ 0.0735			
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0705			
5	Premium Number 2 ULSD Diesel	\$ 0.0805			
6	B2 Biodiesel	\$ 0.1015			
7	B5 Biodiesel	\$ 0.1015			
8	B20 Biodiesel	\$ 0.1015			
9	Premium B2 Biodiesel	\$ 0.1215			
10	Premium B5 Biodiesel	\$ 0.1215			
11	Premium B20 Biodiesel	\$ 0.1215			

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$ 0.1873			
2	Gasoline 89 Octane	\$ 0.1873			
3	Gasoline 93 Octane	\$ 0.1873			
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.1873			

5	Premium Number 2 ULSD Diesel	\$	0.1973		
6	B2 Biodiesel	\$	0.1873		
7	B5 Biodiesel	\$	0.1873		
8	B20 Biodiesel	\$	0.1873		
9	Premium B2 Biodiesel	\$	0.1973		
10	Premium B5 Biodiesel	\$	0.1973		
11	Premium B20 Biodiesel	\$	0.1973		

Consignment Motor Fuel: STAUNTON

Contractor: Mansfield Oil Company

Rack location: Roanoke

Prices for consignment fuel will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

TRANSPORT:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.0919
2	Gasoline 89 Octane	\$ 0.0919
3	Gasoline 93 Octane	\$ 0.0919
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0842
5	Premium Number 2 ULSD Diesel	\$ 0.1042
6	B2 Biodiesel	\$ 0.1219
7	B5 Biodiesel	\$ 0.1219
8	B20 Biodiesel	\$ 0.1219
9	Premium B2 Biodiesel	\$ 0.1419
10	Premium B5 Biodiesel	\$ 0.1419
11	Premium B20 Biodiesel	\$ 0.1419

TANK WAGON:

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>
1	Gasoline 87 Octane	\$ 0.2473
2	Gasoline 89 Octane	\$ 0.2473
3	Gasoline 93 Octane	\$ 0.2473
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.2473
5	Premium Number 2 ULSD Diesel	\$ 0.2473
6	B2 Biodiesel	\$ 0.2473

7	B5 Biodiesel	\$	0.2473		
8	B20 Biodiesel	\$	0.2473		
9	Premium B2 Biodiesel	\$	0.2473		
10	Premium B5 Biodiesel	\$	0.2473		
11	Premium B20 Biodiesel	\$	0.2473		

TRANSPORT (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>		
1	Reformed Gasoline 87 Octane	\$	0.0919		
2	Reformed Gasoline 89 Octane	\$	0.0919		
3	Reformed Gasoline 93 Octane	\$	0.0919		

TANK WAGON (REFORMED) - see "Reformulated Gasoline" in Attachment 4: FUEL SPECIFICATIONS:

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>		
1	Reformed Gasoline 87 Octane	\$	0.2473		
2	Reformed Gasoline 89 Octane	\$	0.2473		
3	Reformed Gasoline 93 Octane	\$	0.2473		

Consignment Motor Fuel: NORTHERN VIRGINIA

Contractor: Mansfield Oil Company

Rack location: Fairfax

Prices for consignment fuel will be based on the OPI/S Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the rack location shown above for the day the fuel is pumped from the tank.

All differentials shown below are F.O.B. Destination, and include all freight, delivery, profit, administrative fees and other charges, with the exception of the Virginia Petroleum Storage Tank Fee Tax, which is not included in the differential and shall be billed as a separate line item and listed on the invoice as "Virginia Petroleum Storage Tank Fee". No additional fees, including LUST, Federal, State, etc., will be allowed. Differentials do not include the Demurrage Charges, Diversion Fees or Service Fees shown below.

A \$75.00 per month, per site (card reader) card reader management fee will apply to consignment sites with less than 50,000 gallons monthly per site. See consignment contract document for details. Inventory Management via an electronic probe is also available at no charge.

Deliveries will only be accepted during normal operating hours, except for emergencies.

Transport loads are a minimum of 8,000 gallons for gasoline and 7,300 gallons for diesel fuel. Tank wagon loads are quantities of less than transport size.

Delivery Notification/Demurrage Charges/Diversion Fees:

Delivery Notification: Contractor must notify the state agency or other public body of the fuel delivery at least three (3) hours prior to delivery. Delivery notification shall be made by the Contractor to the state agency or other public body by mail, fax, phone call or other means as determined by the state agency or other public body.

Demurrage: Contractor may bill a demurrage charge if driver must wait over one (1) hour due to customer error. Demurrage charges are a set dollar amount for each 15 minutes over one (1) hour. The start time for the delivery will be when the driver notifies state agency or other public body personnel they have arrived at the fuel site, and the end time is when delivery is complete and meter ticket signed by the state agency or other public body personnel. All demurrage charges must be documented in writing and approved by the state agency or other public body. Demurrage charge: \$18.00 for each 15 minutes over one (1) hour.

Diversion fees: \$ 125.00 for cancelled loads with less than 4 hours notice. \$ 125.00 for rejected loads in addition to any demurrage fees that have been accrued. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a state agency or other public body fuel site location.

Service Fees:

Fee for pumping fuel into an above ground tank: \$35.00

NORTHERN VIRGINIA DISTRICT – TRANSPORT – REFORMED & DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$ 0.0594				
2	Reformed Gasoline 89 Octane	\$ 0.0594				
3	Reformed Gasoline 93 Octane	\$ 0.0594				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.0571				
5	Premium Number 2 ULSD Diesel	\$ 0.0671				
6	B2 Biodiesel	\$ 0.0894				
7	B5 Biodiesel	\$ 0.0894				
8	B20 Biodiesel	\$ 0.0894				
9	Premium B2 Biodiesel	\$ 0.1094				
10	Premium B5 Biodiesel	\$ 0.1094				
11	Premium B20 Biodiesel	\$ 0.1094				

NORTHERN VIRGINIA DISTRICT – TANKWAGON – REFORMED & DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Reformed Gasoline 87 Octane	\$ 0.2073				
2	Reformed Gasoline 89 Octane	\$ 0.2073				
3	Reformed Gasoline 93 Octane	\$ 0.2073				
4	Number 2 Ultra Low Sulfur Diesel	\$ 0.2073				
5	Premium Number 2 ULSD Diesel	\$ 0.2273				
6	B2 Biodiesel	\$ 0.2073				

7	B5 Biodiesel	\$	0.2073			
8	B20 Biodiesel	\$	0.2073			
9	Premium B2 Biodiesel	\$	0.2273			
10	Premium B5 Biodiesel	\$	0.2273			
11	Premium B20 Biodiesel	\$	0.2273			

NORTHERN VIRGINIA DISTRICT – TRANSPORT – GAS – NO DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$	0.0594			
2	Gasoline 89 Octane	\$	0.0594			
3	Gasoline 93 Octane	\$	0.0594			

NORTHERN VIRGINIA DISTRICT – TANKWAGON – GAS – NO DIESEL

<u>Line Item #</u>	<u>Fuel Type</u>		<u>Differential Per Gallon (four decimal)</u>			
1	Gasoline 87 Octane	\$	0.2073			
2	Gasoline 89 Octane	\$	0.2073			
3	Gasoline 93 Octane	\$	0.2073			

FUEL SPECIFICATIONS (REVISED 10/22/2009)

At any time during the term of the contract, the Commonwealth reserves the right to modify the contract to allow for progressive growth, knowledge, and advancements and or any Federal and or State changes to the specifications, requirements, and/or regulations as specified. For any modifications, contract pricing formula shall remain the same in formatting contract rates, unless contract pricing formula is modified in writing by mutual agreement of the contractor and the Commonwealth.

COMMONWEALTH OF VIRGINIA FUEL SPECIFICATIONS 87 GASOLINE

General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814. The fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	87
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5

Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
87 GASOLINE

Volatility: The volatility of the fuel shall be in accordance with the following table:

Month	Vapor Pressure/ Distillation Class	Vapor Lock Protection Class
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A,B,C; or D	3 or 4
May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A,B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

***Reformulated Gasoline:** In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
87 GASOLINE

Hampton Roads:

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE

Conformance: To confirm conformance with the ASTM performance requirements, each bid must be accompanied by either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

In addition to the above testing requirements, the Commonwealth of Virginia will randomly test samples of the delivered product through its Material Division Laboratory or an independent laboratory throughout the term of the contract to ensure continuous conformity with this specification. The supplier will warranty that the fuel is compliant with the standards at all times. Supplier will be subject to penalties as stipulated in the contract in the event that the fuel does not meet the stated standards.

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
89 GASOLINE

General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	<u>89</u>
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

COMMONWEALTH OF VIRGINIA
SPECIFICATIONS
89 GASOLINE

Volatility: The volatility of the fuel shall be in accordance with the following table:

<u>Month</u>	<u>Vapor Pressure/ Distillation Class</u>	<u>Vapor Lock Protection Class</u>
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A,B,C, or D	3 or 4
May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A,B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

***Reformulated Gasoline:** In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
89 GASOLINE

Hampton Roads:

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE

Conformance: To confirm conformance with the ASTM performance requirements, each bid must be accompanied by either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

In addition to the above testing requirements, the Commonwealth of Virginia will randomly test samples of the delivered product through its Material Division Laboratory or an independent laboratory throughout the term of the contract to ensure continuous conformity with this specification. The supplier will warranty that the fuel is compliant with the standards at all times. Supplier will be subject to penalties as stipulated in the contract in the event that the fuel does not meet the stated standards.

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

General: This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

Properties: Fuel shall conform to the following chemical and physical detailed requirements:

<u>Property</u>	<u>ASTM Test Method(s)</u>	<u>Value</u>
Antiknock Index, min, (RON+MON)/2	D 2885	<u>93</u>
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

Volatility: The volatility of the fuel shall be in accordance with the following table:

Month	Vapor Pressure/ Distillation Class	Vapor Lock Protection Class
Jan	E	5
Feb	E or D	4 or 5
Mar	D	4
Apr	A,B,C, or D	3 or 4
May	A	3
Jun	A	3
Jul	A	3
Aug	A	3
Sep 1-15	A	3
Sep 16-30	A,B, or C	3
Oct	C or D	3 or 4
Nov	D or E	4 or 5
Dec	E	5

***Reformulated Gasoline:** In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

Northern Virginia:

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

Henrico County	Richmond
Charles City County	
<u>Hampton Roads:</u>	
James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

* Anhydrous Ethanol, not to exceed 10% total volume, may be substituted for MTBE

Conformance: To confirm conformance with the ASTM performance requirements, each bid must be accompanied by either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

In addition to the above testing requirements, the Commonwealth of Virginia will randomly test samples of the delivered product through its Material Division Laboratory or an independent laboratory throughout the term of the contract to ensure continuous conformity with this specification. The supplier will warranty that the fuel is compliant with the standards at all times. Supplier will be subject to penalties as stipulated in the contract in the event that the fuel does not meet the stated standards.

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS

STANDARD ULTRA LOW SULFUR DIESEL (ULSD) FUELS

The fuel will be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur. **The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** Diesel fuel supplied must be free from contamination.

FOR BIODIESEL B-2

The fuel will be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur and as an additive two parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The B-2 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

FOR BIODIESEL B-5

The fuel will be a light middle or middle distillate grade diesel fuel conforming to Specification ASTM D- 975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur and as an additive five parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The B-5 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

FOR BIODIESEL B-20

The fuel will be comprised of 20 parts B-100 biodiesel as conforming to specification ASTM D- 6751 blended with 80 parts light middle or middle distillate grade diesel fuel conforming to Specification ASTM D-975 grades No. 1-D and No. 2-D containing no more than 15 parts per million of sulfur. The light middle or middle distillate grade diesel fuel whose sulfur level, aromatic level, cetane, or lubricity falls outside of Specification ASTM D-975 may be blended with biodiesel meeting Specification ASTM D-6751, provided the finished mixtures meets the requirements of D-7467. **The B-20 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS

PREMIUM ULTRA LOW SULFUR DIESEL (ULSD) FUELS

The fuel will be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur. **The diesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** Diesel fuel supplied must be free from contamination.

FOR PREMIUM BIODIESEL B-2

The fuel will be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur and as an additive two parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The premium B-2 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

FOR PREMIUM BIODIESEL B-5

The fuel will be a light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel, containing no more than 15 parts per million of sulfur and as an additive five parts by volume of B-100 conforming to ASTM D-6751 and containing no more than 15 parts per million sulfur. **The premium B-5 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

FOR PREMIUM BIODIESEL B-20

The fuel will be comprised of 80 parts light middle or middle distillate grade diesel fuel conforming to the Joint EMA/TMC Pump Grade Specification for Premium Diesel Fuel blended with 20 parts B-100 biodiesel conforming to specification ASTM D-6751. The blend will contain no more than 15 parts per million of sulfur. **The premium B-20 biodiesel fuel furnished must comply with all applicable NBAC, ANSI, ASTM, EPA, Fuel Authority, OSHA, Health, local, state, and federal rules, regulations, specifications, codes and requirements.** The fuel supplied must be free from contamination.

MANSFIELD OIL COMPANY

EMERGENCY SPILL RESPONSE PROCEDURES

MANSFIELD OIL COMPANY EMERGENCY SPILL RESPONSE CONTACT LIST

1. **Environmental Manager** Chris Runnels (O) 678-450-2126
 Mansfield Oil (C) 678-414-5626

2. **Director of Carrier Relations** Chris Daichendt (O) 678-
450-2204 (C)
 Mansfield Oil 770-843-6355

3. **Safety Coordinator** Eric Fontaine (O) 678-
450-2110 (C) 678-
776-7284

4. **Customer Service Manager** Jeff Hood (O) 678-450-2065
776-7268 (C) 678-

5. **Director of Fuel Systems** Chet Davis (C) 281-
546-8199
 and Services



**MANSFIELD OIL COMPANY
EMERGENCY SPILL RESPONSE
INTERNAL PROCESSES**

1. Carrier (or customer) to notify a Mansfield's Customer Service Representative or Account Manager that a spill has occurred as soon as possible.
2. The Customer Service Representative or Account Manager receiving the initial notification from the carrier (or customer) is to verbally notify immediately their Direct Reporting Manager, Environmental Manager and Director of Carrier Relations of the carrier incident.
3. The Customer Service Representative or Account Manager, who receives the initial notification from the Carrier (or Customer) that a spill has occurred, will work with the Carrier (or Customer) at the time of the initial notification to get as much available information as possible over the phone to fill out the appropriate Mansfield Oil Company Internal Environmental Spill Response Form.
4. Once the initial incident information has been filled out on the Internal Environmental Incident Response Form, and the Direct Reporting Manager, Environmental Manager and Director of Carrier Relations have been verbally notified, the Customer Service Representative or Account Manager is responsible for faxing or emailing the appropriate Environmental Spill Response Forms to the Carrier and Customer to have them finish filling it out in detail, and following up with the Carrier and Customer to ensure the completed documents return to Mansfield by fax or email to the Environmental Manager as soon as possible.
5. The Customer Service Representative or Account Manager, Environmental Manager and Director of Carrier Relations will discuss all pertinent information that has been compiled to this point. If further information is needed immediately regarding site and clean up conditions, the Carrier Safety Representative and/or the appropriate Customer Representative will be called as soon as possible.
6. The Environmental Manager will review the completed Environmental Spill Response

Forms to access if the spill incident is reportable to applicable federal and state environmental agencies and then advise customer on reporting requirements. **Mansfield will report the spill incident to the appropriate federal and state agency if requested by the customer, but not without their permission.**

7. The Customer Service Representative or Account Manager is to verify with the customer that the cleanup of the Customer Location meets the customer's approval and no further action is required. If there are any related issues, the Customer Service Representative or Account Manager is to work with their Direct Reporting Manager and Director of Carrier Relations and Environmental Manager to bring outstanding issue(s) to resolution.

8. Throughout this process if there is any regulatory reporting or cleanup related issues, the Environmental Manager and Director of Carrier Relations will work with Regulatory Agencies, Customer Environmental/Safety Specialists, Carrier Safety Contacts and Mansfield Account Managers to resolve issues.

9. The Environmental Manager will retain a copy of the final Environmental Spill Response Forms received from the Carrier and customer. All related forms and correspondence for the incident will be entered into the Mansfield on-line database by the Environmental Manager.

10. If Mansfield Systems is the Carrier that is involved in a spill incident, the process will be treated the same as other carriers. The contact for Mansfield Systems will be the Safety Coordinator and Fleet Manager in conjunction with the Environmental Manager.



**MANSFIELD OIL COMPANY INTERNAL
ENVIRONMENTAL SPILL RESPONSE FORM**

- 1. Date and time Mansfield notified of incident _____
- 2. Date and time of incident _____
- 3. Location address of incident _____
- 4. Customer company name _____
- 5. Customer account number and ship to _____
- 6. Customer contact name/phone number _____
- 7. Transporter company name _____
- 8. Estimated gallons of fuel spilled _____
- 9. Product type of fuel spilled _____
- 10. Has spill been contained _____

Signature of person completing response form: _____

Print Name: _____

Date: _____



**MANSFIELD OIL COMPANY
CUSTOMER ENVIRONMENTAL SPILL RESPONSE FORM**

1. Date and time of incident _____
2. Location address of incident _____
3. Customer company name _____
4. Customer account number and ship to _____
5. Customer contact name/phone number _____
6. Estimated gallons of fuel spilled _____
7. Product type of fuel spilled _____
8. Was spill on concrete or asphalt _____
9. Did spill go onto the soil _____
10. Was spill close to or into storm drains or water ways _____
11. Cause of spill _____
12. Who responded to spill _____
13. Time of spill response _____
14. Who contained spill _____
15. Who cleaned up spill _____
16. What materials were used in the spill clean up _____
17. How were the clean up materials disposed of _____
18. Was an outside agency involved in the spill response/who _____



19. Was incident reported to a regulatory agency if applicable _____

20. Customer declined Mansfield's offer to report to a regulatory agency on their behalf _____

21. Date/Time of incident reported to regulatory agency _____

22. Regulatory assigned reporting incident number (if appl.) _____

23. Name of regulatory agency incident reported to _____

24. Name/ Title of person reporting incident _____

25. Description of incident and pertinent details _____

26. Further action recommended (if necessary) _____

27. Date/Time Mansfield notified of incident _____

Signature of person completing response form: _____

Print Name: _____

Print Title: _____

Date: _____



MANSFIELD

**MANSFIELD OIL COMPANY
CARRIER ENVIRONMENTAL SPILL RESPONSE FORM**

1. Date and time of incident _____
2. Location address of incident _____
3. Customer company name _____
4. Customer contact name/phone number _____
5. Transporter company name _____
6. Transporter contact name /phone number _____
7. Transporter Truck#/Vin#/Driver Name _____
8. Transporter Safety Director name/phone number _____
9. Transporter insurance carrier company name _____
10. Transporter insurance carrier contact name/phone number _____
11. Estimated gallons of fuel spilled _____
12. Product type of fuel spilled _____
13. Was spill on concrete or asphalt _____
14. Did spill go onto the soil _____
15. Was spill close to or into storm drains or water ways _____
16. Cause of spill _____
17. Who responded to spill _____
18. Time of spill response _____



19. Who contained spill _____

20. Who cleaned up spill _____

21. What materials were used in the spill clean up _____

22. How were the clean up materials disposed of _____

23. Was an outside agency involved in the spill response/who _____

24. Was incident reported to a regulatory agency _____

25. Date/Time of incident reported to regulatory agency _____

26. Regulatory assigned reporting incident number (if appl.) _____

27. Name of regulatory agency incident reported to _____

28. Name/ Title of person reporting incident _____

29. Description of incident and pertinent details _____

30. Further action recommended (if necessary) _____

31. Date/Time Mansfield notified of incident _____

Signature of person completing response form: _____

Print Name: _____

Print Title: _____

Date: _____