DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #8
TO
CONTRACT NUMBER E194-779
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 E194-779 effective October 6, 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 A) implement a temporary pricing change due to the ongoing crisis, B) make that temporary pricing change effective starting March 16, 2020 and remain in place till June 30, 2020, and C) extend the contract for one year until October 5, 2021. All changes are effective at time of execution and shall be included in any subsequent modifications.

A. Reference: Contract E194-779, "Renewal of Contract/Price Adjustments"

Both parties hereby agree to modify the contract pricing to use the pricing formula of A + C for gasoline and diesel fuel using the Voyager fuel card. A and C are defined below:

A = OPIS Closing Wholesale Rack Report, daily gross closing average price published at 5:59 Eastern Time for Richmond rack location for the day the fuel was purchased.
C = The "Margin" for Gasoline and Diesel for Virginia as published in the OPIS Retail Fuel Watch for the Commonwealth of Virginia. This Margin will be used to calculate pricing for the following week.

B. Reference: Contract E194-779, "Price Escalation / De-Escalation."

The pricing formula in part A shall apply to all purchases from March 16, 2020 to June 30, 2020. On June 30, 2020, DPS, OFMS, and Mansfield shall review the temporary pricing adjustment and either terminate or continue the temporary pricing adjustment for an agreed upon period of time.

C. Reference: Contract E194-779, "Price Escalation / De-Escalation."

The contract is hereby extended for 1 year until October 5, 2021. This extension is independent of points A and B above.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194- 779 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:	RYAN THOMPSON, VCA Printed Name
TITLE:	Director, Gov Services	TITLE:	Statewide Sourcing & Contracting Officer
DATE:	4-8-20	DATE:	4.13.2020

MODIFICATION #9
TO
CONTRACT NUMBER E194-779
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MANSFIELD OIL COMPANY

This MODIFICATION #9 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 E194-779 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 E194-779 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:	Chris Carter Printed Name	NAME:	Ryan Thompson, VCO Printed Name
TITLE:	Sr. Manager, Bids & Sales Analytics	TITLE:	Statewide Sourcing & Contracting Officer
DATE:	9/20/2019	DATE:	9/30/19

MODIFICATION #8
TO
CONTRACT NUMBER E194-779
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 E194-779 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 E194-779 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:	[signature]	BY:	[signature]
NAME:	Josh Epperson Printed Name	NAME:	Matt Fritzinger, VCO Printed Name
TITLE:	VP, Strategic Accounts	TITLE:	Statewide Strategic Sourcing Officer
DATE:	9-21-18	DATE:	9/21/18

MODIFICATION #7
TO
CONTRACT NUMBER E194-779
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 E194-779 effective February 16, 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 the changes to the fuel card differentials as follows:

- Regular Unleaded Fuel will increase by $0.0263
- Midgrade Unleaded Fuel will increase by $0.0437
- Premium Unleaded Fuel will increase by $0.0505
- Diesel Fuel will increase by $0.0515
- Out of state fuel purchases for both gasoline and diesel products shall change from the current differential to the cost of the fuel less Federal taxes from which the Commonwealth of Virginia is exempt.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-779 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:	Michael Mansfield	BY:	
NAME:	MICHAEL MANSFIELD Printed Name	NAME:	Matt Fritzinger, VCO Printed Name
TITLE:	DIRECTOR, GOVERNMENT	TITLE:	Statewide Strategic Sourcing Officer
DATE:	FEBRUARY 7, 2018	DATE:	2/15/18

MODIFICATION #6
TO
CONTRACT NUMBER E194-779
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 E194-779 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 following modification has been added:

"The Contractor shall develop, provide, and implement procedures for responding to fraudulent transactions and compromised cards. The procedures should outline credit processing, reissuance of card, and notification of the account holder at a minimum. The Contractor shall provide their plan of implementation within 60 days of renewal to the Department of General Services, Fleet Division and Division of Purchases and Supply for review and approval."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-779 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:	Michael Mansfield	BY:	
NAME:	MICHAEL MANSFIELD Printed Name	NAME:	Matt Fritzinger, VCO Printed Name
TITLE:	DIRECTOR, GOVERNMENT	TITLE:	Statewide Strategic Sourcing Officer
DATE:	OCTOBER 1, 2017	DATE:	10/5/17

MODIFICATION #5
TO
CONTRACT NUMBER E194-779
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 E194-779, Fuel Card Program, 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 E194-779, "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 E194-779, "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 E194-779 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 #5
TO
CONTRACT NUMBER E194-779
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 E194-779, Fuel Card Program, 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 E194-779, "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 E194-779, "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 E194-779 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 #6
TO
CONTRACT NUMBER E194-779 Cond Renewal
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 E194-779 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 E194-779, 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 E194-779 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:	Dana M Parent, CPPB, VCO Printed Name
TITLE:	**Director, Government Services**	TITLE:	Statewide Strategic Sourcing Officer
DATE:	**9-17-15**	DATE:	9/18/15

CONTRACT RENEWAL AGREEMENT
CONTRACT #194-779
FUEL CARD PROGRAM
Mansfield Oil Company

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

The parties to Contract #194-779, 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

Gary D. Johnson
Planning & Deployment Manager

Date: 8/8/14

FOR MANSFIELD OIL COMPANY

Josh Epperson
Director, West Coast Marketing

Date: 8-8-2014

CONTRACT RENEWAL AGREEMENT
CONTRACT #194-779
FUEL CARD PROGRAM
Mansfield Oil Company

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

The parties to Contract #194-779, 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

Gary D. Johnson
Planning & Deployment Manager

Date: 9/11/13

FOR MANSFIELD OIL COMPANY

Josh Epperson
Director, West Coast Marketing

Date: 8-5-2013

MODIFICATION #5
TO
CONTRACT NUMBER E194-779
BETWEEN THE
COMMONWEALTH OF VIRGINIA, OFFICE OF FLEET MANAGEMENT SERVICES
AND
MANSFIELD OIL COMPANY

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, Office of Fleet Management Services, hereinafter referred to as "OFMS," "State," or "Commonwealth," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of Contract E194-779, Fuel Card Program, 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 extend the terms of the previously agreed to Change Number 4, dated February 16, 2015, which allowed for A) an increase to the pricing schedule for Diesel Fuel, and B) a calculation to be temporarily applied to the pricing schedule for Diesel Fuel to account for abnormal market conditions that were not contemplated by either party pursuant to the Agreement. All changes are effective retroactively to May 13, 2015.

A. **Reference:** Contract E194-779, Special Term and Condition "Renewal of Contract/Price Adjustments."

   Both parties hereby agree to the modified pricing schedule as described in the attached Price Schedule dated February 12, 2015, which allows for a 2.5% increase to the Diesel fuel for all nine (9) geographical districts within the state and all out of state purchases. The increase is pursuant to the Unadjusted Percent Change from December 2013 to 2014 of the "Services" category of Table 3 of the CPI-U published on January 16, 2015.

B. **Reference:** Contract E194-779, "Mansfield Oil Company Fuel Card Program Final Pricing."

   The formula below shall be used to calculate the price charged to contract users for the purchase of Diesel fuel.

   Whereas,

   A = OPIS Closing Wholesale Rack Report, daily gross closing average price published at 5:59 PM Eastern Time for the Richmond rack location for the day the fuel is pumped from the tank

   B = The additional cost per gallon described in the Pricing Schedule for Diesel for the appropriate geographical district within the state and all out of state purchases.

   C = The "Margin" for Diesel for Virginia as published in the "OPIS Retail Fuel Watch." This Margin will be adjusted each Monday to the value published in the OPIS Retail Fuel Watch on the previous Thursday.

   The resultant pricing formula is,

   (A+B+C) - .3247 = Price per Gallon of Diesel Fuel

The formula shall be in effect until October 5, 2015, at which time OFMS and Mansfield may agree in writing to extend use of the formula based on any evidence that shows the continuation of abnormal market conditions in the relationship between the rack price and average retail price as published in the "OPIS Retail Fuel Watch."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-779 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:	Dana M Parent, CPPB, VCO Printed Name
TITLE:	Director, Government Services	TITLE:	Statewide Strategic Sourcing Officer
DATE:	8-17-2015	DATE:	8/24/15

NOTICE OF CONTRACT CHANGE

February 16, 2015

Change Number..... 04

Contract Number.....E194-779

Commodity..... **Fuel Cards**

Contract Period.....October 6, 2014 – October 5, 2015

Authorized Use.....Selected State Agencies and Other Public Bodies

Contractor.....Mansfield Oil Company

Effective Date .....See below

This CHANGE #4 is an Agreement between the Virginia Department of General Services, Office of Fleet Management Services, hereinafter referred to as "OFMS," and Mansfield Oil Company, hereinafter referred to as the "Contractor" or "Mansfield", relating to the modification of contract E194-779, 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 A) allow for an increase to the pricing schedule for Diesel Fuel, and B) allow for a calculation to be temporarily applied to the pricing schedule for Diesel Fuel to account for abnormal market conditions that were not contemplated by either party pursuant to the Agreement. All changes are effective February 12, 2015.

A. **Reference:** Contract E194-779, Special Term and Condition "Renewal of Contract/Price Adjustments."

   Both parties hereby agree to the modified pricing schedule as described in the attached Price Schedule dated February 12, 2015, which allows for a 2.5% increase to the Diesel fuel for all nine (9) geographical districts within the state and all out of state purchases. The increase is pursuant to the Unadjusted Percent Change from December 2013 to 2014 of the "Services" category of Table 3 of the CPI-U published on January 16, 2015.

B. **Reference:** Contract E194-779, "Mansfield Oil Company Fuel Card Program Final Pricing."

   The formula below shall be used to calculate the price charged to contract users for the purchase of Diesel fuel.

   Whereas,

A = OPIS Closing Wholesale Rack Report, daily gross closing average price published at 5:59 PM Eastern Time for the Richmond rack location for the day the fuel is pumped from the tank

B = The additional cost per gallon described in the Pricing Schedule for Diesel for the appropriate geographical district within the state and all out of state purchases.

C = The "Margin" for Diesel for Virginia as published in the "OPIS Retail Fuel Watch." This Margin will be adjusted each Monday to the value published in the OPIS Retail Fuel Watch on the previous Thursday.

The resultant pricing formula is,

(A+B+C) - .3247 = Price per Gallon of Diesel Fuel

The formula shall be in effect until May 12, 2015, at which time OFMS and Mansfield may agree in writing to extend use of the formula based on any evidence that shows the continuation of abnormal market conditions in the relationship between the rack price and average retail price as published in the "OPIS Retail Fuel Watch."

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-779 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		Office of Fleet Management Services
BY:	John Rettiger	BY:	Gary W Johnson
NAME:	John Rettiger Printed Name	NAME:	GARY W JOHNSON Printed Name
TITLE:	SVP	TITLE:	Planning + Deployment Mgr
DATE:	2-16-15	DATE:	2/18/15

NOTICE OF CONTRACT CHANGE

January 28, 2013

Change Number…….. 03

Contract Number……E194-779

Commodity…… **Fuel Cards**

Contract Period……October 6, 2010 – October 5, 2013

Authorized Use……Selected State Agencies and Other Public Bodies

Contractor……Mansfield Oil Company

Effective Date …… ……..See below

This contract is hereby modified by the following changes as of the below-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:

Effective February 1, 2013, the contractor shall be permitted to increase the cost of gasoline containing a blend of 10% ethanol by $0.045 per gallon. This price increase is permitted due to the U. S. Government's termination of the Volumetric Ethanol Excise Tax Credit (VEETC). This increase will not be considered in any future price adjustments as permitted by this contract. Should the U.S. Government decide to reinstate the tax credit for ethanol use this price increase will be rescinded. The effective day for the rescission will be the date that the U.S. Government allows the tax credit to start.

For example, if on March 15th of a given year the U.S. Government restarts the tax credit, but allows the credit to be taken against fuel sold after January 1st, the price of fuel will immediately be decreased by $0.045 per gallon and the contractor will owe the Commonwealth a credit of $0.045 per gallon for each gallon sold to the Commonwealth between January 1st and March 15th. Any credit resulting from this contract change

shall be due 15 days after the Office of Fleet Management Services implements any future U.S. Government changes.

For the Commonwealth

Gary D. Johnson
Planning & Deployment Manager

NOTICE OF CONTRACT CHANGE

January 23, 2012

Change Number…….. 2

Contract Number……E194-779

Commodity……. **Fuel Cards**

Contract Period……October 6, 2010 – October 5, 2013

Authorized Use……Selected State Agencies and Other Public Bodies

Contractor……Mansfield Oil Company

Effective Date …… …… ……..Immediately

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:

- **Multi Agency Billing:** Contractor may include the 1.5 percent multi agency billing fee as part of the per gallon cost on the invoice for fuel purchased from VDOT fueling locations. For audit purposes the Contractor is required to maintain an automated electronic system showing the breakout of the actual fuel cost and fee.

For the Commonwealth

Gary D. Johnson
Planning & Deployment Manager

NOTICE OF CONTRACT CHANGE

December 3, 2010

Change Number…….. 01

Contract Number……E194-779

Commodity……. **Fuel Cards**

Contract Period……October 6, 2010 – October 5, 2013

Authorized Use……Selected State Agencies and Other Public Bodies

Contractor……Mansfield Oil Company

Effective Date …… ……..See 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

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: **FUEL CARD PROGRAM** Contract Number: **E194-779**

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
(See pages 19, 24, 25 and 26 for more Mansfield contact information)

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.

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CONTRACT OVERVIEW

This contract for the fuel card program 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 a fuel card program as described herein for use on an as-needed basis 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. Gasoline and diesel motor fuel are included as part of this contract, as well as any other motor fuels as may be available in the future.

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

Consignment Fuel:
Mansfield Oil Company Contract Number E194-778

Ferries/Boats Fuel:
PAPCO, INC. Contract Number E194-782

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 a fuel card program, including all labor, materials, travel, etc., to Commonwealth of Virginia state agencies and other public bodies on an as-needed basis according to the terms and conditions of this contract. This includes unleaded fuel (87, 89 and 93 octane) gasoline, reformulated gasoline, and diesel motor fuel, 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 administer.

1. Fuel Card Program Overview:

- **Service over 175 Commonwealth of Virginia agencies and 250 public bodies with over 25,000 fuel cards that are currently in use.**
- **Usable for any public sector employee (state or local level) authorized to operate a state or locally licensed vehicle.**
- **Web-based and provide state-of-the-art data and analytical management tools.**
- **Provide convenience, single card per vehicle usable at commercial and government sites throughout Virginia.**

The cards that exist with the current DGS fuel card program can continue to be used. All other agencies will need to convert their cards. This can be done with Voyager, as the card data is already held there. Currently, DGS, DOC and State Police are under the DGS program. VDOT will need to convert. Should the Commonwealth choose to keep the custom plastic currently used, more plastic will need to be ordered, at Mansfield's cost.

There is no cost to convert the EJ Ward systems owned by VDOT to use the Voyager card. The update to each system will be maintained by Voyager.

See section 10. *Fuel Card Program Details* below for more information on the Mansfield Fuel Card Program.

2. Pricing:

Fuel card program prices will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 PM Eastern Time for the Richmond rack location for the day the fuel is pumped from the tank. The Richmond rack location will be used for all nine (9) geographical districts within the state. 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 Fuel Card Program* spreadsheet for differential information.

Out-of-State Travelers: The Fairfax, Virginia rack location and adder (Northern Virginia) will be used to base pricing for fuel card program users who travel outside the Commonwealth of Virginia.

Alternative products without a solid OPIS reference, including maintenance, purchased at retail will be priced at cost less applicable taxes that the agency is exempt. Alternative products can include the following: E85, CNG, Biodiesel, Ethanol, Avgas, Jet Fuel and Propane. Additional products may be added.

Mansfield Oil Company will waive the one time set up charge as most accounts are already established with Mansfield Oil. All new agencies fall under the same program and will be added as requested by the Commonwealth's Contract Administrator. New agencies or public bodies added to this program will not be charged a set up fee.

Pricing Plan for Non-OPIS Tied Fuel Purchases (Fuel Card Program):

- Alternative Fuels that are provided to State Agencies under this contract are priced at cost plus $.02 cents per gallon for retail purchases whereby Level 3 Data occurs and the alternative product has no OPIS reference. Applicable tax exemption will be applied as well.
- Alternative Fuels in Bulk are to be priced at cost (including freight and pump) plus 2% after tax exemption. This applies to products not listed in this agreement.
- 20% Biodiesel blends will be billed at cost over and beyond regular ULSD N OPIS Average purchase, plus 3%. This will cover the additional freight stop for the diesel as

well as ensure competitive ULSD purchasing at a measured rate.

- All non fuel products that are purchased at retail locations will be a straight pass through with a $2.00 per transaction markup to cover interest and billing charges.

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.

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

3. Placement of orders using the eVA procurement system:

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.

4. Multi Agency Billing:

Mansfield Oil shall provide multi agency billing on behalf of COV (currently only VDOT) on an as-needed basis. The state agency or other public body requesting such service will collect transaction information from their fuel site(s) and provide this information to Mansfield in a common file format from a central polling point. This same information shall be invoiced by Mansfield to the various state entities purchasing fuel from the requesting state agency or other public body's fuel site(s). Mansfield shall be responsible for collection of monies due from those invoices. The fee for Mansfield's multi agency billing services shall be 1.5 percent of each transaction. Mansfield's invoice to the state entity purchasing the fuel shall show transaction(s) amounts and the 1.5 percent fee(s) as separate line item(s) on the invoice. Mansfield shall remit payment of the transaction amounts to COV (Net 15 days after transaction date).

It is understood this charge will be billed to the agency purchasing the fuel not to VDOT. VDOT will set the price Mansfield will bill to other agencies and adjust the price as frequently as necessary.

At no cost from Mansfield, the data transfer interface will be determined by Mansfield and COV.

Mansfield's $100 per month card reader management fee and $25 per month inventory management fee will not apply to state agencies or other public bodies that use Mansfield for multi-agency billing because the state agency or other public body will be collecting the information for Mansfield.

VDOT understands that VDOT will be responsible for card reader maintenance, including calibration and operations.

Mansfield will not invoice VDOT for fuel pumped from VDOT pumps by VDOT vehicles. VDOT will be handling fuel transactions for VDOT vehicles internally.

5. Special Needs:

1. Mansfield shall provide a web-based program for tracking agency and other public body bulk purchases. Programs should be easy to navigate and data available in real time or within a very short time frame (ie. within 24 hours) real-time data. 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. See *Reports* section 7. below for more information.

2. Customer Service: Mansfield shall provide a problem resolution process that ensures billing errors and discrepancies are addressed swiftly. See Customer Support and Training section below.

6. Fuel Card Rebate Program:

Mansfield Oil Company, in cooperation with DGS, rebates through merchant relationships and/or the retail card provider when DGS collective card purchases meet or exceed the tiered volume values.

Volume rebates only apply to gallons billed after the minimum has been achieved and are paid per the table below. Mansfield Oil offers the following tiered pricing program specifically for this program:

The first volume threshold on the monthly volume rebates for the fuel card program will start at 300,000 gallons billed for retail 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.

Retail (Fuel Card) Rebates: The retail rebate program will occur on retail gallons billed. Bulk and consignment fuel volumes do not apply.

Rebates will be computed as follows:

300,000 to 599,999 gallons: Volume rebate of .0025 per gallon

600,000 to 849,999 gallons: Volume rebate of .0035 per gallon

850,000+ gallons: Volume rebate of .0050 per gallon

Program will be executed once retail volume exceeds 5,000,000 gallons annually or monthly averages exceed 300,000 gallons per month for three months concurrently. Rebates will be paid monthly to DGS Fleet Management unless otherwise directed.

7. Reports:

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.

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.

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.

Other Reports:

Reports as requested by authorized users of the contract and the DGS/Office of Fleet Management Services.

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* section of this contract document.

9. Invoicing:

Invoices shall include applicable 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.

See "BILLING" section below (page 21).

10. Fuel Card Program Details:

Mansfield Oil Company will be the contractor, card owner, and provider of tax exemption and credit. Virginia's card management will occur through the Mansfield web site. Exception reporting and transaction detail will still occur through Mansfield. Local

authorization, managed by Mansfield, will occur at the fuel sites on consigned fuel programs.

All tax exemption, reporting, exceptions, custom reports, pricing and card maintenance occurs through the Mansfield web site. Tax exempt merchants are not identified in this program as all tax exemption occurs through Mansfield Oil Company as the Ultimate Vendor and Credit Holder for fuel products. Federal and/or State tax exemption occurs at the transaction level. Local taxes on fuel, if any, and sales taxes on non fuel items are typically not exempted on the fuel card, but reporting to reclaim any non federal taxes can be provided.

Equipment at each site is reviewed for compatibility with Mansfield's existing operational platforms which include most all major equipment brands. Provided that the equipment is remote capable, Mansfield will dial into the equipment with the correct access codes provided by the agency and upload the necessary data and card information. Daily polling for transaction information as well as card updates will occur in order to maintain current information.

Mansfield Oil maintains local authorization of card reader equipment through daily updates to the system, therefore avoiding the dial out costs for each transaction authorization as is charged when fleet card providers manage this process.

Mansfield maintains the active card list and adds and deletes authorized cards as required.

EJ Ward equipment, as utilized by the VDOT is not currently a part of the Mansfield program. Mansfield will work closely with DOT in order to establish data transfers as required with existing equipment.

Mansfield Oil Company will provide the Virginia DGS program participants cards. Cards are normally set up as vehicle specific but can be driver specific. This information will need to be relayed during setup.

Cards will be customer selected custom graphics and will be distributed to the agency leads or DGS as required.

Commercial Sites are limited to just over 3,500 sites in Virginia for Level 3 transaction data, which is required for tax exemption. Additionally, the card can be used at most branded stations, commercial fueling chains and many other convenient locations throughout the U.S. Mansfield Oil will even exempt state taxes where applicable. It should be noted that a Mastercard option will not provide Level 3 data at all locations which will result in the loss of federal tax exemptions. Mansfield Oil, through either of its card partners, achieve 99% Level 3 transactions. 3000-4000 sites, provides substantial retail coverage throughout the Commonwealth. Mansfield Oil directly exempts all applicable taxes on Level 3 data as the primary contractor. Direct relationships with the card vendors may require 3rd party exemptions for taxes. Mansfield offers convenience, cost savings and measurable results.

Tank Gauging Upgrades- At its option, the State may install at its expense a tank monitoring device for above ground tanks in order to take full advantage of tank monitoring and consignment programs. All underground tanks will already have a tank monitoring device in place, only the remote capability may need to be upgraded at the Agency's expense.

Voyager/US Bank

Cards for retail and bulk sites will be provided to the Commonwealth with standard Voyager cards. Custom graphics up to $1500 cost can be produced free of charge, or the existing custom graphics can be utilized free of charge. A sufficient supply of custom plastic will be maintained to ensure the efficient replacement of damaged or lost cards or the addition of new cards. As the number of cards that will be needed in the event of a redistribution, a supply of custom cards, if selected, has been included in the start up costs.

Fuel Tax Exemption occurs through Mansfield Oil Company as an ultimate vendor and credit holder.

The Voyager card is already in place for the existing contract, used at both bulk and retail sites, exceeding 98% Level 3 reporting transactions. There will be no additional charges for card supply or replacement for this program. Single card graphics will be provided as well at no charge up to $1500. Custom graphics for multiple levels of card identification is available as well and may incur no additional cost dependent on the complexity of the modifications from existing standards.

Voyager allows for control at the card level as well as the account level, giving fleet administrators the ability to customize every card. Within a single account, the fleet card can be assigned to individual drivers, vehicles or entire organizations. Summary report options monitor and track negotiated discounts.

The fleet card is accepted at more than 230,000
major and regional fuel and maintenance locations in all 50
states, Canada and Puerto Rico with new sites added daily

Voyager customer service is available 24 hours-a-day, 365 days-a-year and maintains the highest quality standards for prompt responses to customer needs. All cardholders are able to speak directly with a Customer Service Representative about account issues.

Voyager will provide the Commonwealth of Virginia with the standard blue Voyager card and the Commonwealth designed card at no cost with the embossing features listed below:

Standard Card Graphic:

Embossing Options: Voyager can offer the Commonwealth of Virginia the following card embossing options:

Line 1: The first line can be embossed – "Vehicle No 123456"- (4-6 numeric digits)

Line 2: The second line can be embossed – 22 characters total (state agency).

Line 3: The third line can be embossed – 17 characters total

Voyager will collaborate with the Commonwealth to design a unique card graphic to be utilized for the fuel card program. All customized cards issued to the Commonwealth of Virginia will contain the phrases "FOR OFFICIAL USE ONLY" and "TAX EXEMPT." The back of the cards will have both Mansfield Oil and Voyager 800 numbers. The process for the customization of a card plastic requires a 30-day lead-time for completion of artwork to printing of cards. An allowance of $1500 for art work has been established.

The custom card selected by DGS will be the standard card for all participating agencies. The only option available other than the DGS custom plastic will be the standard blue Voyager card.

All Voyager cards will display the account/card number, expiration date, and restriction code on the front of the plastic.

Card Features

A. Data Capture

Voyager currently receives 100% of all transactions electronically. Voyager will provide electronic and on-line reporting options to the Commonwealth of Virginia based on the Commonwealth's unique needs. Voyager contractually requires Level III data processing by all merchants.

The following data elements are provided at the level indicated:

Data Element	Level I	Level II	Level III	Enhanced
Merchant Name	√	√	√	
Merchant Street Address	√	√	√	
Merchant City, State, Zip	√	√	√	
Purchase Date and Time	√	√	√	
Total Purchase Amount	√	√	√	
Card Number	√	√	√	
Vehicle ID/Driver ID		√	√	
Sales Tax		√	√	
Line Item Detail			√	
Fuel Grade			√	
Cost per Gallon			√	
# of Gallons			√	
Odometer				√
Personal Driver Identification Number/Vehicle Identification Number or PIN				√

B. CARD CONTROLS AND RESTRICTIONS

Voyager realizes that needs may vary across departments, divisions or employees, and therefore offers the Commonwealth of Virginia several spending control options that can be tailored to an individual account or card. Fraud prevention controls are automatically integrated to prevent losses associated with fraudulent activity.

Effective implemented spending controls minimize card misuse. The program default controls can either be hard-coded or overridden based on your cardholder's unique spending needs. Voyager administers the following restrictions on a card-by-card basis or at the account level. The Commonwealth of Virginia's spending control options include:

- **Fuel Only Restriction** – Prevents purchases of any commodity and services other than fuel.
- **Fuel and Other Restriction** – Allows the purchase of any commodity.

While Voyager is capable of distinguishing between a large variety of products that may be purchased, obstacles to limiting the purchase of specific products (i.e.: premium fuel) exist due to the limited capabilities of electronic POS equipment at the oil company's retail sites. Voyager's system was designed to take advantage of new capabilities as electronic POS technology emerges. As the oil industry continues to evolve toward more technologically advanced equipment, Voyager will improve product purchase restriction capabilities. Items such as commodity codes (product codes), quantity, day of the week, and hour of the day can be monitored by Mansfield's Exception Reports, but are not currently monitored at the point of sale.

Voyager can administer the following restrictions on a card-by-card basis or at the

account level.

- **Monthly Spend Limit** – The maximum dollar amount authorized within a 30-day billing cycle. Spending limits are replenished automatically the day following the established cycle date. (Spend limits are calculated on the date of posting from the Oil Company. Once the amount is exceeded future transactions are referred to Voyager).
- **Daily Transaction Limit** – Restricts the number of transactions allowed on a daily basis. The number of daily transactions on each card is rolled to zero at midnight daily.
- **Monthly Transaction Limit** – Restricts the number of transactions allowed on a monthly basis.
- **Hard or Soft Limits** – Hard decline parameters would decline the transaction at the point of sale if any of the limits specified were exceeded. Soft decline parameter would instruct the retailer to call for authorization to allow one additional transaction.

Card Control Details:

The following options are available for assignment of the Voyager card.

Driver ID, Vehicle ID & PIN Terminology

- The **PIN** number is assigned to **each individual card** issued.

- The **Driver ID** is assigned to a **single driver** for use with any specified vehicle card. (Universal)

- The **Vehicle ID** is assigned to a **single vehicle** for use with any specified driver card.

Vehicle Cards

A card may be assigned to a vehicle, which is used by one or more drivers.

- If the card is assigned to a vehicle:

  - The vehicle ID can be embossed on the card.
  - **The unique number can be the driver ID or a PIN for that card.**
  - Any driver can fuel the vehicle.
  - All vehicle cards can be established in the database for reporting purposes.

- If the assigned number is a driver ID, it is checked against a list of valid driver Ids. (Universal)

- If the assigned number is a PIN, it is checked against a list of valid PINs.

- PIN numbers and IDs must be **4, 5, or 6** numeric digits in length.

Driver Cards:

A card may be assigned to a driver, which is used by one driver on any vehicle.

- If the driver is assigned a card:

  - The driver's name can be embossed on the card.
  - The unique number can be the vehicle ID or a PIN for that card.
  - The driver can fuel any vehicle.
  - All driver cards can be established in the database for reporting purposes.

- If the assigned number is a vehicle ID, it is checked against a list of valid vehicle IDs.

- If the assigned number is a PIN, it is checked against a list of valid PINs.

- PIN numbers and IDs must be **4, 5, or 6** numeric digits in length.

Restrict Personal Identification Number (PIN) to Card

PINs can be established for use with a specific Voyager fuel card, which provides the following benefits:

- Enhanced fraud control reduces overall risk

- If PIN is compromised – only have to notify single user vs. multiple users

- PIN selection is streamlined and can be customized

- PIN retention by driver is enhanced

FUNCTIONALITY AND FLEXIBILITY

Voyager cards will be issued and controlled at the individual **card or account level through the Mansfield Oil On-Line Access**. This functionality allows for cards to be assigned to the driver, vehicle, equipment, divisions, cost-centers, or nothing.

The Voyager card user has the ability to utilize two prompts at the point of sale. One is odometer; the other is a PIN, driver ID, or vehicle ID. The odometer field is a fixed field allowing only for numeric entries (odometer readings). The second prompt is variable. It may be any **4, 5, or 6** numeric digits.

TRANSACTIONS

Transactions are polled daily from card reader sites and electronic feeds from retail transactions occur multiple times daily. These transaction downloads are automated and priced according to the contract agreements. Daily transaction information is then fed nightly into the Mansfield's web interface for Agency access and reporting. Additionally, automated, custom feeds into Fleet Management software is made available daily as well. Real time transaction data, meaning that you have access to a transaction immediately when it occurs sounds nice, but has little practical use. Transactions that are fed to Mansfield for retail multiple times daily must go through a tax stripping and OPIS pricing program before being posted. Practically all transactions that occur on one day are available on line that night or next morning.

A. Provide Office of Fleet Management an electronic Microsoft Access database file monthly containing all records in the currently monthly billing cycle.

B. Cards are normally set up as vehicle specific but can be driver specific. This information will need to be relayed during setup.

C. ***Interface fuel cost data with existing operating systems currently in use***. Mansfield Oil currently uploads transaction and cost data into the Mansfield website for reporting purposes and access by assigned individuals. Mansfield Oil will and does additionally provide line feeds or FTP file drops to existing systems.

D. ***Include fuel data as part of vehicle life cost***.
Through a combination of utilizing a single purchasing instrument, in this case, the retail card, and utilizing a single provider for all services, a single data portal for all fuel transactions can occur. By doing so, a vehicle's life cost in fuel and other purchases is captured for upload into Fleet Management software.

E. ***Demonstrate reduced administrative cost for user entities***. All transactional data is captured for the users and provided in readily available management reporting formats, standard in many formats, or ad hoc if desired. The Mansfield system also archives this data for record keeping, dedicated staff provides solutions and custom reports to our customers.

F. ***Provide fuel card security via driver identification numbers***. A set of 24-48 hour id's can be made available in a pool for infrequent drivers if necessary. Mansfield will work with the Commonwealth in order to achieve the desired security functions through PINs.

G. ***Describe card replacement procedure***. Currently all cards are ordered through the Mansfield website. This procedure is in effect for new card orders as well as replacement cards and lost or stolen cards. Once input by a designated representative, the card is cut and mailed within 2 days. Overnight deliveries are available for an additional overnight charge. Mansfield

additionally provides multiple card input forms to prevent putting in the same data over and over.

H. ***Provide a method to set transaction limitations based on individual vehicles***. Limitations on cards are typically set standard by the agency. Those limitations are set by number of transactions, product, fuel or other, fuel only, number of transactions daily and dollar limits. All exceptions are reported on line in an email to the administrator and additionally in an exception report located in the reports menu on the Mansfield web site. As the standard limitations do not meet all customer's needs, Mansfield can provide custom exception reporting to identify specific issues within the data if requested.

I. ***Provide web based access for state program administrators***. Log Ins are restricted by access to specific information as deemed by the Administrator. Administrators have full access to management reports and all other pertinent information.

J. ***Provide regular monthly reports electronically***. Multiple reports are available to each log in by date range. Custom reports can be accomplished simply by request to the dedicated service personnel for State Services. Additionally, transaction reports can be run in excel for further examination.

K. ***Provide access to 12 months(min) previous fuel transaction data***.This is available now for all transactions throughout the length of the contract and then the data is archived for an additional 4 years.

L. ***Ensure that your firm's system is compatible with existing state and other public body private site electronic card readers and software currently in operation***. Mansfield Fuel System and Services is capable of interfacing with Fuelmaster, Petrovend, Trax, Gasboy, which covers most major brands. Software of the specific seats is not required as Mansfield's proprietary software can interface without them.

M. ***Provide training for selected state and other public body employees who will use the system***. Mansfield will provide this service as requested. See training section below.

<u>Voyager Guarantees</u>

Voyager has created a unique set of guarantees tailored to its clients' concerns, and developed processes for dealing with any failure to meet our guarantees.

The goal of the Five Star Service Guarantee is to demonstrate Voyager's employees' are committed to more responsive, respectful, prompt and helpful service. This program puts into writing our long-held focus on customer satisfaction listed:

U.S. Bank Voyager Fleet Systems Inc. offers the following service guarantee to all customers.

Voyager Fleet Systems
Five Star Service Guarantees

. QUESTIONED ITEMS AND CHARGEBACKS

Upon the discovery of a debatable transaction, the authorized fleet administrator should contact their dedicated account coordinator at Mansfield. All instructions regarding the management of a questionable purchase would be provided at that time by the account coordinator based on the nature of the dispute. The timeline of completion is determined on a case by case basis. Typically, if the receipt is needed to verify signature in the case of possible fraud, and the driver did not provide their receipt to the fleet manager, Voyager would need to order a duplicate from the Oil Company in question. This process takes 30-45 days to receive the copy of the receipt.

Other disputes, such as duplicate transactions, can be managed expediently, settling the dispute within 24-48 hours. Voyager simply requests that a copy of the invoice containing the duplicate be submitted for review, and chargebacks will then be entered immediately. The corrections will be visible on the Commonwealth of Virginia's next monthly invoice.

At the time of notification, Voyager will do the following:

- Review purchase in question via the on-line system
- Research the ticket to see how the purchase was submitted (manually or electronically)
- If the transaction was entered electronically, Voyager will verify the I.D. entered at the POS (point-of-sale) device.
- If necessary, Voyager can order a copy of the ticket and ask for signature verification from the customer.
- If Voyager orders a copy of a ticket, the Oil Company has thirty to forty-five days to provide the ticket to Voyager.
- If the purchase was manually authorized, Voyager will request a copy of the receipt and ask the customer to verify the signature.
- If the signature is considered to be a "forgery," further investigation into a possible fraud situation will be required by Voyager.

CHANGES IN CARDHOLDER OR AGENCY ACCOUNTS

Participating State agency's will have the option to manage their day-to-day account maintenance either through the Voyager Customer Service Department or by utilizing Fleet Commander Online.

LOST OR STOLEN CARDS

The cancellation of lost/stolen cards can be handled via telephone (by authorized personnel only), written request (faxed or emailed), electronic file, or via Mansfield Online. Replacement cards can be ordered the day the card is reported lost and can be mailed the next business day. Cards sent via the United States Postal Service would have to allow for 5-7 business days for delivery. If the Commonwealth of Virginia prefers the cards be sent via overnight delivery, Mansfield will comply and bill the Commonwealth of Virginia a $5.00 fee per account.

The Commonwealth of Virginia will not be held responsible for unauthorized purchases made on a lost or stolen card(s), with multiple PIN assignment, provided that the card was reported via telephone 866-275-7338, Option 1, as lost or stolen and cancelled immediately or via Mansfield Online.

CARD TERMINATION

Card termination can occur via fax to Mansfield Oil or by simply going to Mansfield Online and terminating the card.

PROGRAM ENHANCEMENT

The Voyager Merchant Acceptance Team proactively collaborates with major oil companies (e.g., Chevron, Shell, ExxonMobil, etc.) and many major credit card processors (e.g., EFS, Nova, Retriever, etc.) to continually expand retail acceptance nationwide. The Voyager infrastructure supports credit card processing partners, networks, and direct relationships to meet the acceptance needs of a growing client base. The Voyager Merchant Acceptance team is dedicated to meet the requirements and demands of the Commonwealth of Virginia.

Voyager has the capability of utilizing two channels to acquire new fuel vendors. Those channels are “direct” and “indirect” in nature. The “direct” channel requires the vendor to code to Voyager’s card and terminal specifications in order to gain acceptance through their existing terminals. This channel is utilized by national and super regional fuel chains. The second channel, “indirect”, leverages Voyager’s relationship with our third-party processing partners. Voyager has 9 third-party processing partners that have coded to accept the Voyager fleet card and offer acceptance through their channel. This is utilized by independent and regional fuel vendors. These fuel vendors do not typically have an information technology department geared to code for card processing.

Voyager provides a powerful and dependable fleet card with extensive fleet management features. Voyager has the flexibility and expertise to meet the needs and future growth of our clients. The following TeleTrans program information demonstrates our achievement of seamless card acceptance to our customers.

REPORTS

Mansfield Oil will provide reporting to all agencies at no charge. Mansfield Oil’s web interface is capable of providing a full array of management reports restricted by

Agency, Customer or Administrator or log in specific. Typically reports are all provided electronically, but can be mailed if necessary. Training on running the reports is available as well.

Reporting is made available by sign on to **www.mansfieldoil.com** *through a secured network, limiting information availability by user access as determined by Agency and DGS. A full array of reporting capabilities is made available to users for any information they may require to meet their needs. Mansfield provides the following preformatted transaction reports for its users that are selected by date range, billing or transaction dates, agency and fuel site.*

- Summary Report
- Summary by Sub-Agency
- Daily Summary by Location
- Monthly Summary by Location
- Detail by Agency
- Detail by Sub-Agency
- Detail by PIN
- Detail by Employee #
- Exceptions by Agency
- Raw Data Export (to Excel)
- Active Vehicle Listing
- Tank Inventory Report

Additionally, the following reports are available to specific users for management purposes on the same web site, restricted by user log in.

- Transaction Reports
- Site Queries
- Latest Inventory
- Daily Inventory
- Monthly Inventory by Tank
- Monthly Inventory by Product
- Invoices and Payment Status
- Site Maintenance
- Drivers
- Vehicles
- My Account

The system collects all State transaction data and provides that data to each user based on their agency transactions, polled equipment readings and invoicing. There are no special software requirements or licensing required for use of the Mansfield System. It is web based, secured and accessible through Internet Explorer 7.0 or above.

Small, Women Owned, and Minority Owned Businesses

U.S. Bank's Supplier Diversity Program (SDP) is a function of Procurement and Contract Services. The SDP Program Manager works cross-functionally throughout U.S. Bancorp to identify business opportunity for diverse suppliers, and is the liaison for all parties interested in pursuing business opportunities with U.S. Bancorp. Strategies to support inclusion of diverse suppliers in our preferred supplier chain include:

- Seek out minority and women-owned business enterprises (MWBE) capable of supplying commodities and services to U.S. Bancorp.
- Ensure that MWBE's understand U.S. Bancorp's process for supplier selection.
- Identify opportunity for MWBE's to participate in U.S. Bancorp competitive bid process.
- Encourage majority-owned preferred suppliers to support supplier diversity.
- Draw upon personal and U.S. Bancorp resources to mentor minority and women owned businesses.
- Attend, sponsor, and actively participate in MWBE meetings, panels, presentations, and trade fairs.
- Sponsor education opportunities utilizing U.S. Bancorp people and product expertise.

U.S. Bancorp Voyager Fleet System's success is directly related to the vitality of the communities we serve. Our communities, which are national in scope, are made up of an increasingly diverse population. Minority and women business enterprises are rapidly growing and progressing from suppliers of small commodity lines to providers of a wide variety of manufactured products and corporate services. Supplier diversity will:

- Introduce value-added MWBE suppliers to the U.S. Bancorp Voyager Fleet Systems supplier chain that comply with our superior quality and customer service standards and contribute to our goals of increased customer satisfaction, decreased expense and increased shareholder value
- Communicate U.S. Bancorp Voyager Fleet Systems' commitment to minority and women businesses development and increase the value of our financial service products within these growing business communities.
- Help U.S. Bancorp Voyager Fleet Systems meet business requirements of our customers who value supplier diversity.

BILLING

Mansfield Oil Company will create invoicing and necessary backup data to the Commonwealth for charges through the 15th of each month and again for charges through the 30th or 31st of the same month. Invoices will be due 30 days after receipt of accurate invoice. The following procedure will be in place for past due accounts, by agency:

- 30 days 1st delinquency letter sent to authorized contact
- 60 days 2nd delinquency letter sent to authorized contact

DGS Contract Officer notified of past due account for resolution.

Mansfield will bill each of the agencies individually.

Billing can be through standard email or fax. Billing will initially occur in thirty-day increments. Mansfield reserves the right, with approval of DGS/OFMS Contract Administrator, to change the billing increment time should volume warrant the change. Mansfield, with prior approval, may request billing on a 30-day, 15-day, or weekly basis.

Identifying information fields will be set up so DGS can pay through EFT.

CARDHOLDER INFORMATION

Neither Voyager nor Mansfield will sell nor distribute a list of participating agencies and institutions addresses, or any other information to any person, Contractor, or other entity for any purpose.

ELECTRONIC COMMERCE

All business transactions occurring with Mansfield Oil will occur through electronic means. All actions taken on behalf of account will occur within Mansfield Online via a secured/password protected method.

Mansfield Oil prefers payments made via EFT. Mansfield can either accept transfers that are “pushed” to Mansfield or Mansfield can sweep the accounts. An alert is e-mailed 2 days prior to transfer, advising of the upcoming sweep. As Mansfield performs most of its business electronically, written checks for payment are discouraged, although accepted. Mansfield provides all necessary invoicing and transactional data electronically to each of our customers, therefore reducing the need for documentation, as that is provided for each agency.

TAX EXEMPTION

Mansfield Oil Company is classified as an ultimate vendor by the IRS and can exempt federal excise taxes on retail transactions providing sufficient data to exempt the taxes. The Jobs Creation Act will not have any affect on Mansfield Oil Ultimate Vendor Status. Mansfield Oil can additionally exempt Virginia State Excise Taxes to eligible government entities.

In some cases, local taxes and sales taxes imposed by some governing agencies cannot be exempted. Voyager will provide a retail network as enclosed on CD that will provide a minimum of 99% Level III Data.

All invoices and data will be repriced online and will be made available on reports and invoices exempt of federal excise taxes.

FUEL TYPES

Voyager will provide the Commonwealth of Virginia with the ability to purchase the following categories of fuel:

- Gasoline, all grades
- Diesel
- Ethanol
- Biodiesel and other fuels designated as alternative fuels by the U.S. Department of Energy.

CUSTOMER SUPPORT AND TRAINING

The Commonwealth of Virginia's accounts will be supported at a variety of levels, as described below.

Voyager and Mansfield Customer Service Department

Voyager's and Mansfield's toll-free client service telephone line is operated 24 hours a day, 7 days a week. Voyager has a centralized client services center located at our corporate headquarters in Houston, Texas. Our center provides a specially trained staff of client services representatives 24 hours a day, 7 days a week to work with drivers and merchants via phone, E-mail, or fax. Client Services teams and team leaders are assigned responsibility for specific customer accounts based on type of cards issued and contract requirements.

Voyager's standards of service include:

- Twenty (20) second average speed of answer
- 3% abandon rate
- 24-48 hour turnaround on faxed and emailed daily account maintenance requests.

Voyager account representatives may be reached at the following telephone numbers:

Client Services – (800) 987-6591 or (800) 987-6591

POINTS OF CONTACT

Primary Contact:

Mansfield Oil Government Services: **Sandra Johnston**
sjohnston@mansfieldoil.com;678-454-2071; 800-234-2835
Responsible for Account Setups, Web Access, Invoicing, Reports and General Service Issues. Also responsible for operations assignments and overall contract compliance. This will be Virginia's primary contact for operations.

Government Account Manager (Contract Issues):

Mansfield Oil Project Manager: Josh Epperson
jepperson@mansfieldoil.com;970-333-1475

Mail:
Mansfield Oil Company
1025 Airport Pkwy SW
Gainesville, Georgia 30501

Physical: 2 Locations:

Mansfield Oil Company
1025 Airport Pkwy SW
Gainesville, Georgia 30501

Mansfield Oil Company
1701 Broadway
Denver, Colorado

Primary contact is available 24/7 via cell phone. Primary has support staff available as well 24/7. Mansfield Oil Company also has 24 hour availability through the main line and the toll free Government Service line. Dedicated staff is available with any issue that needs to be addressed. Primary contact can be available within 24 hours if necessary.

IT Interface Project Manager: Mike Elliott, Director of IT
Responsible for IT integration, Customer interface, Web Reporting Maintenance

Mansfield Fuel Operations: Joe Campbell, Director of Operations
Responsible for bulk fuel orders, deliveries, carrier communications, inventories and consigned fuel management. A toll free number will be supplied for orders.

Mansfield Accounting: Greg Hammil
Responsible for billing, invoicing, true ups, consigned inventory accounting.

Mansfield Tax Accounting: Shannon Ladd
Responsible for Tax Reporting, Exemptions and Tax Accounting.

Mansfield Systems: Chris Daichendt
Responsible for carrier relationships and carrier performance.

Mansfield Supply: Andy Milton
Responsible for Mansfield refiner relationships, supply contracts as well as overall national supply sources.

These dedicated personnel are available during normal business hours at 1-866-275-7338 and can address any problem that the users may have at the fueling site or the web site. Most issues are resolved over the phone if possible and all others within 24 hours. Critical issues take priority.

The following contacts are dedicated service staff for the Government Service Division:
1-866-275-7338
Sandra Johnston, Manager, Government Services, sjohnston@mansfieldoil.com
Scarlett Skinner, Support Staff, sskinner@mansfieldoil.com
Linda Franklin, Support Staff, Lfranklin@mansfieldoil.com

Josh Epperson, Director, jepperson@mansfieldoil.com 970-333-1475

Training Agenda

Training will occur in a staggered implementation throughout the five identified regions. Each training session will be centrally located based on DGS directive and attended by approximately 20 individuals.

Training should take no more than two hours per session. A list of completed items learned will be signed off by each individual indicating they can now utilize the system to meet their job requirements. DGS will provide the training facility, the computers and the internet access for training proposals.

Following is a list of items that will be covered during training:

1. The card and its parts.
   A. Main Department – Sub Department
   B. Mansfield Oil Company – Voyager
   C. Your MOC Contacts – phone numbers; email

2. Internet access
   A. Requirements for your PC
   B. Your login
   C. Your access restrictions
   D. Raw Data Exports
   E. Software Merge

3. Reports
   A. Transaction Reports
   B. Monthly Reports
   C. Card Maintenance
   D. Vehicle Maintenance
   E. Driver Pin Codes
   F. Invoices
   G. Account Maintenance

H. Pricing

4. In Closing:
   A. Review
   B. Questions

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/offerors) 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, <u>make sure the Request for Proposals (RFP) name and number are clearly visible on the outside of the envelope</u>. 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.**

<u>Important</u>: 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. **<u>LABELING OF HAZARDOUS SUBSTANCES</u>**: 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 soliciation 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 though 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.