

**MODIFICATION #10
TO
CONTRACT NUMBER E194-782
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PAPCO INC**

This MODIFICATION #10 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and PAPCO Inc, hereinafter referred to as the "Contractor" or "PAPCO", relating to the modification of Contract E194-782 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 E194-782 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.

BY:	 <u>PAPCO INC</u>	BY:	 <u>COMMONWEALTH OF VIRGINIA</u>
NAME:	<u>Eric Rosenfeldt</u> Printed Name	NAME:	<u>Ryan Thompson, VCO</u> Printed Name
TITLE:	<u>General Manager / Vice President</u>	TITLE:	<u>Statewide Sourcing & Contracting Officer</u>
DATE:	<u>23 September 2019</u>	DATE:	<u>SEPTEMBER 23, 2019</u>

**MODIFICATION #9
TO
CONTRACT NUMBER E194-782
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PAPCO INC**

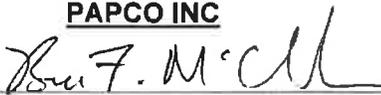
This MODIFICATION #9 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and PAPCO Inc, hereinafter referred to as the "Contractor" or "PAPCO", relating to the modification of Contract E194-782 effective October 4, 2018, as amended, hereinafter 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 E194-782 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.

PAPCO INC

BY: 

NAME: Ben F. McClenahan
Printed Name

TITLE: VP - Sales

DATE: 9/20/18

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Matt Fritzing, VCO
Printed Name

TITLE: Statewide Strategic Sourcing Officer

DATE: 9/21/18

**MODIFICATION #8
TO
CONTRACT NUMBER E194-782
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PAPCO INC**

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and PAPCO Inc, hereinafter referred to as the "Contractor" or "PAPCO", relating to the modification of Contract E194-782 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.

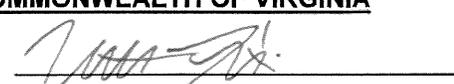
The purpose of this modification is to document both parties' agreement to renew the Contract for the period of October 6, 2017 through October 5, 2018. This shall act as contract renewal 6 of 7 as described in Special Term and Condition number 14 titled "Renewal of Contract."

The following modification has been added:

- The Contractor understands that in the Spring of 2018 a new ferry will be added to the Jamestown – Scotland Ferry. The new ferry shall have two (2) 10,000 gallon fuel tanks. This ferry shall replace an older ferry which has only 6,000 gallon fuel capacity. The Virginia Department of Transportation (VDOT) shall notify the Contractor once a firm date is set for this change to occur.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-782 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

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

<u>PAPCO INC</u>	<u>COMMONWEALTH OF VIRGINIA</u>
BY: 	BY: 
NAME: <u>Scott Effinger</u> <small>Printed Name</small>	NAME: <u>Matt Fritzing, VCO</u> <small>Printed Name</small>
TITLE: <u>Gen Sales Mgr</u>	TITLE: <u>Statewide Strategic Sourcing Officer</u>
DATE: <u>10/5/17</u>	DATE: <u>10/5/17</u>

**MODIFICATION #7
TO
CONTRACT NUMBER E194-782
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PAPCO, INC.**

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and PAPCO, Inc., hereinafter referred to as the "Contractor" or "PAPCO", relating to the modification of Contract E194-782, Ferry Fuel, effective August 25, 2010, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

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

A. Reference: Contract E194-782, "Renewal of Contract."

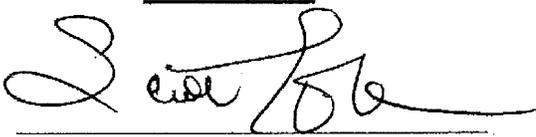
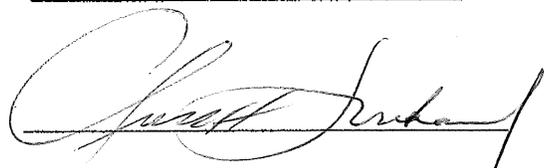
Both parties hereby agree to renew the above-referenced Contract for an additional one (1) year period, beginning October 6, 2016 – October 5, 2017

B. Reference: Contract E194-782, "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 E194-782 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.

<p style="text-align:center"><u>PAPCO, INC.</u></p> <p>BY:  _____ Scott Effinger</p> <p>NAME: _____ Printed Name Government Sales</p> <p>TITLE: _____ 10/2/2016</p> <p>DATE: _____</p>	<p style="text-align:center"><u>COMMONWEALTH OF VIRGINIA</u></p> <p>BY:  _____ Dell Forehand, VCO</p> <p>NAME: _____ Printed Name Statewide Strategic Sourcing Officer</p> <p>TITLE: _____ 10/3/16</p> <p>DATE: _____</p>
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COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply

1111 East Broad Street
P.O. Box 1199
Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

**NOTICE OF CONTRACT RENEWAL
CONTRACT NUMBER E194-782
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PAPCO, INC.**

Pursuant to this Notice of Contract Renewal dated September 21st, 2015, the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," opts to renew Contract E194-782 effective August 25, 2010, as amended, hereinafter referred to as the "Contract" or "Agreement," with Papco, Inc., hereinafter referred to as the "Contractor" or "Papco."

This Notice of Contract Renewal is hereby incorporated into and made an integral part of the Agreement. The Contract Renewal is effective beginning October 6, 2015.

A. Reference: Contract E194-782, Section entitled Special Terms and Conditions, Paragraph 14, entitled Renewal of Contract/Price Adjustments.

The Commonwealth hereby exercises its option 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 Commonwealth's decision to renew the contract. This Notice of Contract Renewal cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions of the Contract, as amended, remain unchanged.

Sincerely,

A handwritten signature in blue ink, appearing to read "D.M. Parent".

Dana M. Parent, CPPB, VCO
Statewide Strategic Sourcing Officer

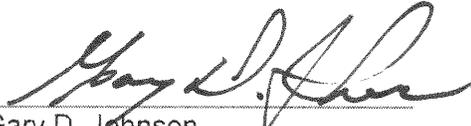
CONTRACT RENEWAL AGREEMENT
CONTRACT #194-782
FERRIES/BOAT FUEL
PAPCO, Inc.

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

The parties to Contract #194-782, dated August 25, 2010, the Commonwealth of Virginia and Papco, inc. (hereafter referred to as the Contractor), agree to renew this contract for the period indicated above. During the renewal period the original contract, change orders, terms and conditions, pricing schedules, and any other contract documents remain in force for the period of this renewal.

FOR THE COMMONWEALTH

FOR PAPCO, Inc.



Gary D. Johnson
Planning & Deployment Manager



Ben McClenahan
General Marketing & Sales Manager

Date: 8/6/14

Date: 8/6/14

CONTRACT RENEWAL AGREEMENT
CONTRACT #194-782
FERRIES/BOAT FUEL
PAPCO, Inc.

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

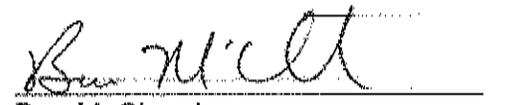
The parties to Contract #194-782, dated August 25, 2010, the Commonwealth of Virginia and Mansfield Oil Company (hereafter referred to as the Contractor), agree to renew this contract for the period indicated above. During the renewal period the original contract, change orders, terms and conditions, pricing schedules, and any other contract documents remain in force for the period of this renewal.

FOR THE COMMONWEALTH

FOR PAPCO, Inc.



Gary D. Johnson
Planning & Deployment Manager



Ben McClenahan
General Marketing & Sales Manager

Date: 9/11/13

Date: 7/22/13

NOTICE OF CONTRACT CHANGE

February 22, 2012

Change Number..... 02

Contract Number.....E194-782

Commodity..... **Jamestown Ferry Fuel**

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

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

Contractor.....PAPCO, Inc.

Effective DateFebruary 22, 2012

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:

1. Since there is no OPIS rack pricing available for Hampton Roads the following shall constitute the contract pricing for delivery of Premium Ultra Low Sulfur Diesel within these Districts. The price for Premium #2 ULSD is the contract price (OPIS plus adders) for #2 ULSD within the appropriate District plus \$.0630 per gallon.
2. As OPIS rack pricing becomes available for Premium #2 ULSD within these Districts, the prices will revert to the standard pricing originally offered for this product.

For the Commonwealth

Gary D. Johnson
Planning & Deployment Manager

NOTICE OF CONTRACT CHANGE

December 3, 2010

Change Number..... 01
Contract Number.....E194-782
Commodity..... **Jamestown Ferry Fuel**
Contract Period.....October 6, 2010 – October 5, 2013
Authorized Use.....Selected State Agencies and Other Public Bodies
Contractor.....PAPCO, Inc.
Effective DateSee below

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

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

For the Commonwealth

Gary D. Johnson
Planning & Deployment Manager

Office of Fleet Management Services

Motor Fuel Program

Ferries/Boats (Jamestown Ferry)

PAPCO, Inc.

E194-782

Revised: September 8, 2010



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

Index:

1. Introduction
2. DPS Contract Award (28 pages)
4. Pricing Spreadsheet (shows the per gallon differential for each product available under this contract. (2pages)
5. Fuel specifications for each product. (12 pages)
6. Emergency response procedures (5 pages)

Introduction. This contract was executed between the Department of General Services/Division of Purchases and Supply and PAPCO, Inc. of Virginia Beach, VA. This contract is mandatory for the Jamestown Ferry (VDOT). The contract provides for bulk delivery of diesel fuel directly to the boats.

The pricing for the fuel sold under this contract is based on the OPIS Closing Wholesale Rack Report, gross closing average price published 5:59 PM Eastern Time on the day your fuel is delivered for the Richmond rack. To assist you in reviewing your bill, the Office of Fleet Management Services will be posting the daily contract price per gallon prices on our web site. These will be retained on line for approximately 90 days.

NOTE: We are not able to show the OPIS rack prices on our web site as OPIS prices are copyrighted and available by subscription only. Thus, we are only able to show you the final contract price.

When ordering fuel you will need to think through how you want to handle your purchase orders as you will not know the exact contract price until the day after your fuel has been delivered. For example, for fuel delivered on a Tuesday, you will not have exact pricing until Wednesday. For those of you who use eVA, you may want to create a requisition using an estimated price and not complete the purchase order at that time. Once you have final pricing, you may adjust the pricing and submit it as a purchase order. You also may also just prepare a confirming purchase order after you have obtained final pricing. Below are some of the more important areas of the contract.

- Delivery Schedule, pages 5 - 7
- Additional fees, pages 1-2 Pricing Spreadsheet
- Vendor Contacts, pages 7 8
- Emergency Requirements, pages 10 - 11

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

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

August 25, 2010

NOTICE OF CONTRACT AWARD: STATEWIDE TERM CONTRACT

Contract Title: **FERRIES/BOATS MOTOR FUEL** Contract Number: **E194-782**

Awarded Contractor:

PAPCO, INC.
4920 Southern Blvd.
Virginia Beach, Virginia 23462

eVA Vendor #: C12620 DUNS #: 050987460

A DMBE-Certified Small Business

Customer Contact: **Scott Effinger**/Government Sales
scott.effinger@papco.com or 757-321-4436 or Fax at 757-352-2178
(also see additional PAPCO contact information on pages 7 and 8)

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

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

NIGP Code: 40509 Fuel Oil, Diesel 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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FUEL SPECIFICATIONS

UNITED STATES COAST GUARD BULK OIL OR HAZARDOUS
MATERIAL TRANSFER NOTIFICATION FORM

SPILL PROCEDURE DOCUMENT

SPILL PROCEDURE REPORT DOCUMENT

CONTRACT OVERVIEW

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

The contract provides ferries/boats motor fuel as described herein for use on an as-needed basis during non-emergency and emergency periods by Commonwealth of Virginia state agencies, institutions, and other public bodies as defined in Section 2.2-4301 entitled *Definitions* of the *Virginia Public Procurement Act (VPPA)*, as amended. The required diesel fuel is bulk Number 2 Ultra Low Sulfur Diesel, and Premium Number 2 ULSD Diesel, as well as any other motor fuels as may be available in the future. Only tank wagon deliveries will be accepted for ferries/boats fuel deliveries.

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

Fuel Card Program:

Mansfield Oil Company Contract Number E194-779

INSTRUCTIONS

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

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

2. ORDERS: For state agencies and institutions of higher education, placement of orders using the eVA procurement system is mandatory, excluding over-the-counter purchases made using the Voyager and/or other charge cards. For local government entities, placement of orders using the eVA procurement system is highly encouraged, excluding over the counter purchases made using the Voyager and/or other charge cards. The R02 or X02 Purchase Order Category must be used if an agency, institution of higher education or local government entity elects to use eVA for the optional placement of over the counter purchases made using the Voyager and/or other charge cards. The contract number must be entered on all eVA orders.
3. The applicable contract number, contractor name, pricing and description of goods and services must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Review and approval of contractor's invoice is the responsibility of the state agency or other public body that placed the order with the contractor.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Department of General Services, Office of Fleet Management Services.
6. RENEWAL OF CONTRACT/PRICE ADJUSTMENTS: See Special Terms and Conditions.

CONTRACT PROCEDURES/REQUIREMENTS:

The contractor, PAPCO, INC., (PAPCO) shall provide ferries/boats motor fuel, including all labor, materials, travel, etc., to Commonwealth of Virginia state agencies and other public bodies on an as-needed basis, or scheduled delivery, whichever is determined by the ordering entity, according to the terms and conditions of this contract. The required diesel fuel is bulk Number 2 Ultra Low Sulfur Diesel, and Premium Number 2 ULSD Diesel, as well as any other motor fuels as may be available in the future and added to the contract through a written contract change notice issued by the Commonwealth contract administrator. Only tank wagon deliveries will be accepted for ferries/boats fuel deliveries.

1. Ferries/Boats Motor Fuel:

There are currently four (4) different boats crossing the James River from Jamestown, VA to Surry, VA on varying daytime schedules from Monday thru Friday. The contractor shall provide tank wagon deliveries in 3000 – 3500 gallon increments to these four (4) different boats. The boats are as follows: Virginia R04083, Surry R40999, Williamsburg R47400 and Pocahontas R01124.

The delivery vehicles drive onto the boat and need to be able to turn at the far end of the craft to exit. Fueling requires a pressurized hose and nozzle as the inlets are

elevated and not suitable for gravity drops. The contractor's trucks, personnel and delivery procedures require Coast Guard Approval/Certification in accordance with Title 33 Code of Federal Regulations (CFR) Parts 154 and 156 to complete these deliveries.

The Virginia Department of Transportation (VDOT) will provide the current approved fuel delivery plan for PAPCO INC.'s use in the approval process.

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

2. Pricing:

Prices for ferries/boats fuel 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 delivered. 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 *PAPCO, INC. Ferries/Boats Motor Fuel* spreadsheet for differentials, service and other fees, and other pricing information for the four boats identified in item 1. above. If in the future the Commonwealth desires to add additional boats and/or locations, the price, rack location and other details will be negotiated between the Commonwealth and PAPCO.

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

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

3. Ferries/Boats Fuel Orders and Delivery:

For state agencies and institutions of higher education, placement of orders using the eVA procurement system is mandatory, excluding over-the-counter purchases made using the Voyager and/or other charge cards. For local government entities, placement of orders using the eVA procurement system is highly encouraged, excluding over the counter purchases made using the Voyager and/or other charge cards. The R02 or X02

Purchase Order Category must be used if an agency, institution of higher education or local government entity elects to use eVA for the optional placement of over the counter purchases made using the Voyager and/or other charge cards.

Contractor will verify the ordering facilities normal operating hours prior to filling orders. Deliveries will only be accepted during normal operating hours, except for emergencies.

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

PAPCO is Coast Guard certified for waterfront truck to vessel deliveries. PAPCO will use its own delivery assets to support the needs of the four (4) ferries/boats crossing the James River.

The following procedure will be followed for all fuel procured for the VDOT Ferry Boat Operation:

1. By Friday at noon, the week preceding the fuel deliveries required VDOT will complete the United States Coast Guard Bulk Oil or Hazardous Material Transfer Notification form (see contract attachment) and forward to PAPCO point-of-contact as well as the appropriate United States Coast Guard Personnel.
2. VDOT and PAPCO will mutually agree that the delivery of the fuel will occur at the times listed on this form.
3. This notification form will provide order/delivery request information to PAPCO, confirm for VDOT when the boat (or substitute boat) will be available to accept the fuel and comply with regulations required by the United States Cost Guard regulation in accordance with 33 CFR 156.118(a)(1).
4. VDOT reserves the right to substitute one of the other boats to accept the fuel delivery should a change in operating schedule occur to prevent the application of demurrage charges.
5. VDOT reserves the right to request extra fuel or cancel ordered fuel with 24 hours notice, to prevent the application of demurrage charges.
6. Demurrage fees: Contractor may bill a demurrage fee if driver must wait over one (1) hour due to customer error. The 1st hour is free, \$15 per 15 minutes on site until delivery is complete and meter ticket signed. All demurrage fees must be documented in writing by the contractor and approved by the state agency or other public body.
7. Diversion fees = \$150 for cancelled loads and \$250 for rejected loads. Diversion fees may be billed to the Commonwealth only if an order is cancelled after a delivery truck has been loaded and is in route to a VDOT or other Commonwealth bulk fuel site location. It is the responsibility of VDOT to communicate any changes to delivery instructions once the fuel order has been placed and confirmed by PAPCO. Failure to do so may result in demurrage and/or diversion fees as applicable.
8. All Demurrage and Diversion fees must be listed as separate line items on invoices.

For the purpose of verification by the using agency, and at no additional cost to state agency or other public body, all Tank Wagon delivery vehicles are to be equipped with a metered pump. A metered delivery ticket shall accompany each delivery.

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

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

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

SAMPLES

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

PAPCO Contact Information:

24/7/365 customer service number: 800-899-0747

Clay Coupland
4920 Southern Blvd.
Virginia Beach, VA 23462
(757) 321-4431 (W)
(757) 621-6905 (C)
clay.coupland@papco.com

Bert Polk
4920 Southern Blvd.
Virginia Beach, VA 23462
(757) 321-4451 (W)
(757) 416-2125 (C)
bert.polk@papco.com

a) Both of the above contacts are typically available during regular business hours. We suggest if the need is after regular business hours contact PAPCO's after hours hotline (ph# 800-899-0747) where a message can be left for our "on call supervisor" who will return the call within 10 minutes. As a final resort after hours the cell numbers listed above should be contacted.

b) Clay Coupland – is the primary relationship manager for all government accounts at PAPCO and handles initial inquires by the customer.

Bert Polk – is responsible for all fuel deliveries. Bert oversees the dispatch department at PAPCO.

Margie Arambula – is responsible for customer set ups in the PAPCO delivery/billing database.

Deb White – is responsible for all customer billing at PAPCO as well as fuel price notification of customers.

Herman Fonville – is responsible for dispatching all tankwagon truck deliveries (Bulk/Ferries/Boats).

c) All of the above individuals are officed at PAPCO's Corporate Headquarters located in Virginia Beach, VA and can be reached at phone # (757) 499-5977 or (800) 899-0747.

<u>Employee Name</u>	<u>Position</u>	<u>Location</u>	<u>Responsibilities</u>
Ben McClenahan	Gen. Sales Mgr	VA Beach	Sales Staff
Kathy Manning	Cust Serv Mgr	VA Beach	CS Staff
Rashanda McGee	Fleet CS Rep.	VA Beach	Fleet CS Calls
Patricia Montgomery	Fleet CS Rep.	VA Beach	Fleet CS Calls
Beth Johnson	Comptroller	VA Beach	Finance Staff
Ginger Naujoks	Accounting Director	VA Beach	Accounting Staff
Deb White	Billing Supervisor	VA Beach	Billing
Trudy Collins	Credit Manager	VA Beach	Credit Staff
Pat Wilkie	IT Manager	VA Beach	IT Staff

4. Special Needs:

1. PAPCO 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.

Transactions/invoices will be available for viewing/downloading on PAPCO's secured website (www.papco.com) within 24 business hours of delivery. Transactions/invoices can be downloaded from the PAPCO website into PDF, Microsoft Excel, or the file can be put into a CSV or Tab Delineated format which can be downloaded into Microsoft Access. This information is available at the individual transaction level and can be extracted by date range.

Customers can view/download invoices, delivery history, view current day and prior day(s) pricing (up to 30 days in the past), update account contact information, etc. 12 months (minimum) previous fuel transaction data available on the PAPCO web site.

Access can be given at the “bill to” account level where information for all delivery locations that fall under this bill to account can be viewed/managed. Access can also be given at the “ship to” account level, limited access to information for that particular delivery address. An Electronic Funds Transfer (EFT) program is available.

2. Customer Service: PAPCO shall provide a problem resolution process that ensures billing errors and discrepancies are addressed swiftly.

3. The contractor shall be responsible for all clean-up and costs associated with fuel spills that occur during fuel deliveries where contractor and or carrier are deemed negligent. This includes any requirements, fines or fees assessed by the Department of Environmental Quality, Environmental Protection Agency or other regulatory departments, agencies, etc. The contractor must notify the Commonwealth of Virginia contract administrator within 24 hours of a spill. See attached “PAPCO, Inc. SPILL NOTIFICATION AND REMEDIATION PROCEDURES” and “PAPCO Spill Report Form”.

5. Reporting:

- a. SWAM Compliance Report: The Contractor shall provide an annual report on involvement of Department of Minority Business Enterprise (DMBE) certified small, women and minority owned businesses to the Commonwealth’s contract administrator. This report shall provide the contractor’s actual dollar expenditures year to date with DMBE-certified small businesses, women-owned businesses and minority-owned businesses in performance of the contract. Provide report on the attached “SWAM Compliance Report” template.
- b. Reports as requested by authorized users of the contract and the contract administrator.
- c. Quarterly Report:

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

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

•Number of gallons

6. 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.

7. Invoicing:

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

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

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

8. Emergency Fuel Requirements:

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

Emergency orders are defined as any order or delivery that occurs whereby fuel must be delivered from an alternative terminal area, or that are due to outages for reasons that are outside of the control of the contractor or the Commonwealth. Emergency orders must be approved by the requesting state agency or other public body prior to shipment or delivery. There may be times when an order was not placed by a state entity and a "rush" delivery may be requested. Rush orders are not classified as emergency. Industry-wide petroleum supply issues or weather-related issues are

examples of what may generate emergency orders. Examples may include hurricane related supply shortages due to refinery infrastructure damage, hurricane related road infrastructure damage, terminal or pipeline damage, downtime or closure, oil supply at the refiner level. Emergency orders must be clearly identified as such, and invoices must also contain this identification.

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

PAPCO confirms agreement to the following regarding Emergency Fuel:

- PAPCO will not increase differential charges during emergencies
- PAPCO will provide 24/7/365 contact information to the Commonwealth in the event of an emergency need
- PAPCO agrees to provide special equipment, as needed and within reason, to allow contractors to dispense fuel into other than bulk fuel tanks as allowed by governing VA laws.

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/offeree) 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/offeree) 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/offerees) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (1 of 3)

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

(continued in part 2)

INSURANCE (2 of 3)

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

INSURANCE (3 of 3)

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

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

ANNOUNCEMENT OF AWARD

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

DRUG-FREE WORKPLACE

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

NONDISCRIMINATION

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

AVAILABILITY OF FUNDS

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

PAYMENT (1 of 4)

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

PAYMENT (2 of 4)

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

PAYMENT (3 of 4)

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

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

PAYMENT (4 of 4)

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

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

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

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

SET ASIDES

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

SPECIAL TERMS AND CONDITIONS:

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

contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. **PROPOSAL SUBMISSION FOR SEALED “REQUEST FOR PROPOSAL” (RFP):**
Only paper submissions will be accepted for this solicitation. Read this entire term and condition prior to submitting your proposal.

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

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

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

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

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

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

not responsible if the solicitation response does not reach Bid Receiving by the appointed day and time.

Important: Amendments to the RFP may be made by the Commonwealth, and offeror acknowledgments of amendments must be received at Bid Receiving either prior to the proposal due date and hour or attached to your proposal. Before submitting your proposal, and prior to the proposal due date and time, check the eVA website to confirm if any amendments have been issued. If an amendment has been made, re-print the “Solicitation Paper Response” document, acknowledge the amendment on the appropriate line of the “Reminders” section, and send in the revised “Solicitation Paper Response” document.

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

number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

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

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

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

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

Price adjustments may be permitted for changes in the contractor's cost of providing goods and services under the contract. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in the contractor's cost of fuel used for transportation in providing goods and services under this contract. Price escalation may be permitted at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that price escalation for the contractor's cost of fuel used for transportation in providing goods and services under this contract may be permitted at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

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

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

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

any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

18. **Biodiesel Fuel:**

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

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

For the purposes of this motor fuel contract, the Commonwealth's definition of availability is when blended biodiesel fuel is available at the fuel terminal. The contractor understands that biodiesel at the common terminal level in various percentages will have an OPIS price reference and will be utilized as the OPIS reference product. For example, fuel that is required for Bio 2% would have an OPIS reference price for that product, which would be used in pricing. This will apply to the common pipeline and waterborne fuel terminals supporting Virginia, not privately owned facilities, where price and availability of biodiesel products are controlled by a single company. Biodiesel is not currently used for ferries/boats fuel by the Commonwealth of Virginia. If at a future time the Commonwealth desires to use biodiesel for ferries/boats fuel, the Commonwealth and the ferries/boats fuel contractor may negotiate the biodiesel type and price. If an agreement can not be reached, the contract may be terminated by either party, without penalty, 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.

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

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

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

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

the Commonwealth or another contractor, must continue the Services provided herein. Therefore, Contractor hereby agrees:

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

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

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

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

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

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

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

23. **INVOICING:** Contractor shall remit each invoice directly to the ordering Authorized User. Contractor shall issue invoices, identifying at a minimum, the components listed below.
- a. product description
 - b. price per unit
 - c. quantities
 - d. extended price
 - e. date ordered
 - f. date delivered
 - g. purchase order number
 - h. ordering entity name, address and contact person
24. **CONTRACTOR ACCESS TO COMMONWEALTH LOCATIONS:** The Commonwealth shall grant to Contractor personnel such access to the Commonwealth locations as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth, or the Authorized User submitting an Order under this Agreement, would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.
25. **CONTRACTOR'S REPORT OF SALES:** Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all invoiced sales under this Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of an invoiced sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. Contractor shall provide this report to the DGS Office of Fleet Management Services via email to OFMS@dgs.virginia.gov, or other designated office, within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser, and other details as may be requested by the Commonwealth. The report is required to be in electronic MS Excel spreadsheet format (.xls). The Contractor shall provide other reports pertaining to the contract as may be required by the Commonwealth.

26. **FUEL SITES/ADDITIONAL GOODS AND SERVICES:** The Commonwealth reserves the right to increase and / or decrease the number of sites to which fuel is provided, and to add and delete fuel-related goods and services, during the term of the contract.
27. **ADVANCEMENTS:** The Commonwealth reserves the right to modify any contract that results from this solicitation to allow for progressive growth, knowledge, and advancements and/or any Federal, State or Local changes to bulk and commercial motor fuel/fuel card specifications, requirements, and/or regulations as specified. For any such modifications, contract pricing formula shall remain the same in calculating contract rates, unless an alternate formula is mutually agreed to by the Commonwealth and the contractor.
28. **REPLACEMENT OF FUEL:** In the event the contractor fails to deliver fuel meeting or exceeding specifications, the receiving authorized user location may direct the contractor to remove such fuel and replace it at no additional cost to the requesting location. If the contractor is unable to deliver fuel meeting or exceeding these specifications within the time period specified for delivery, the requesting location may purchase the material elsewhere and the increased cost, if any, will be paid by the contractor.
29. **DAMAGES/INJURY TO OWNER'S PROPERTY:** When entering any delivery site to make deliveries or perform work, the contractor will be liable for any damages to owner's property at the delivery site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.
30. **REGULATIONS:** The contractor shall be responsible for complying with all federal, state, and local environmental and other regulations relating to transportation, handling, storage, spillage and any other aspect of providing the fuel and services, as applicable. The contractor shall be responsible for prompt and thorough clean up of all spillage, per EPA specifications.
31. **PRICES:** Prices must be in US Dollars. In the case of errors in the extension of prices, the unit price shall govern.
32. **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.

33. **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.

FERRIES/BOATS Fuel: Four (4) boats crossing the James River between Jamestown, Virginia and Surry, Virginia. TANK WAGON DELIVERIES ONLY. DIESEL FUEL ONLY.

Contractor: PAPCO, Inc.

Rack location: Richmond

Prices for ferries/boats fuel 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 delivered.

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

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

Tank wagon loads are quantities of less than 7,300 gallons.

Delivery Notification/Demurrage Charges/Diversion Fees:

The following procedure will be followed for all fuel procured for the VDOT Ferry Boat Operation:

1. By Friday at noon, the week preceding the fuel deliveries required VDOT will complete the United States Coast Guard Bulk Oil or Hazardous Material Transfer Notification form and forward to PAPCO point-of-contact as well as the appropriate United States Coast Guard Personnel.
2. VDOT and PAPCO will mutually agree to provide delivery of the fuel at the times listed on this form.
3. This notification form will provide order/delivery request information to PAPCO, confirm for VDOT when the boat (or substitute boat) will be available to accept the fuel and comply with regulations required by the United States Coast Guard regulation in accordance with 33 CFR 156.118(a)(1).
4. VDOT reserves the right to substitute one of the other boats to accept the fuel delivery should a change in operating schedule occur to prevent the application of demurrage charges.
5. Demurrage fees: Contractor may bill a demurrage fee if driver must wait over one (1) hour due to customer error. The 1st hour is free, \$15 per 15 minutes on site until delivery is complete and meter ticket signed. All demurrage fees must be documented in writing and approved by the state agency or other public body.

6. Diversion fees = \$150 for cancelled loads and \$250 for rejected loads. Diversion fees may be billed to the Commonwealth **only** if an order is cancelled after a delivery truck has been loaded and is in route to a VDOT or other Commonwealth bulk fuel site location. It is the responsibility of VDOT to communicate any changes to delivery instructions once the fuel order has been placed and confirmed by PAPCO. Failure to do so may result in demurrage and/or diversion fees as applicable.

Tank Wagon

<u>Line Item #</u>	<u>Fuel Type</u>	<u>Differential Per Gallon (four decimal)</u>				
1	Number 2 Ultra Low Sulfur Diesel	\$ 0.0927				
2	Premium Number 2 ULSD Diesel	\$ 0.1080				

FUEL SPECIFICATIONS (REVISED 10/22/2009)

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

COMMONWEALTH OF VIRGINIA **FUEL SPECIFICATIONS** **87 GASOLINE**

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

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

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

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

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
87 GASOLINE

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

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

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

The areas affected are as follows:

Northern Virginia:

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

Richmond:

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
87 GASOLINE

Hampton Roads:

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

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

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

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
89 GASOLINE

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

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

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

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

COMMONWEALTH OF VIRGINIA
SPECIFICATIONS
89 GASOLINE

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

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

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

The areas affected are as follows:

Northern Virginia:

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

Richmond:

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
89 GASOLINE

Hampton Roads:

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

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

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

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

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

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

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

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

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

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

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

The areas affected are as follows:

Northern Virginia:

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

Richmond:

Chesterfield County	Colonial Heights
Hanover County	Hopewell

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS
93 GASOLINE

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

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

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

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS

STANDARD ULTRA LOW SULFUR DIESEL (ULSD) FUELS

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

FOR BIODIESEL B-2

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

FOR BIODIESEL B-5

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

FOR BIODIESEL B-20

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

COMMONWEALTH OF VIRGINIA
FUEL SPECIFICATIONS

PREMIUM ULTRA LOW SULFUR DIESEL (ULSD) FUELS

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

FOR PREMIUM BIODIESEL B-2

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

FOR PREMIUM BIODIESEL B-5

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

FOR PREMIUM BIODIESEL B-20

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

FUEL

SPILL

INFORMATION

PAPCO, Inc.

SPILL NOTIFICATION AND REMEDIATION PROCEDURES

The following procedures are to be followed regardless of the size of the spill

DRIVERS

1. Stop the flow of product and secure all delivery equipment.
2. Deploy absorbent materials carried on delivery truck.
3. Prevent product from entering storm drains or any body of water.
4. Notify customer of the spill.
5. Get customer contact information to include date, time, location, who notified and customer's phone number.
6. Notify dispatch of the situation and if spill is substantial, request assistance.
7. Follow dispatcher instructions on next action: either remain on site if additional assistance is dispatched or continue on route after informing customer of Papco's remediation plans.

DISPATCH

- 1 Upon receiving call from driver, try to determine the scope of the spill and dispatch assistance if spill is substantial. Options include an in house effort on small to medium spills or an outside remediation contractor if spill is major or if any waterways are threatened. IMS – 800-989-4467, Petro-Chem - 800-723-6951.
2. Verify what actions have already been taken by driver.
3. Record the customer contact information from driver and contact customer to verify actions already taken by driver. Inform customer of our next actions: either when additional assistance will arrive on site (Papco crew or outside contractor) or if a minor spill, inform customer when a Papco crew will be on site to remediate.
4. Notify H.E.S. Manager of the spill and relay customer contact information as well as what information has been given to the customer concerning remediation.
5. If spill is minor, release driver to continue his route once customer approval is given.. If spill is major, instruct driver to remain on site until assistance arrives and have driver assist Papco clean –up crew or to provide information to commercial clean-up contractor.
6. Coordinate remediation efforts with H.E.S. Manager (Steve Pavlik 757-544-0055) if spill is major.
7. Maintain a log of all actions taken until H.E.S. Manager is available to respond and take over management of the event.



Teletax to

**MSO HAMPTON ROADS
PORT SAFETY BRANCH**

Fax: (757) 668-5505

**SUBJECT: *BULK OIL OR HAZARDOUS MATERIAL TRANSFER
NOTIFICATION**

Facility Name VDOT Suffolk District **Fax** (757) 294-0241
Person Giving Notification Capt. N. Costa **Phone** (757) 294-3354

Product Transferred	Quantity Transferred	TIME & DATE OF TRANSFER	VESSEL NAME	LOCATION OF TRANSFER	REFERENCE NUMBER**
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* The Captain of the Port Hampton Roads requires, in accordance with 33 CFR 156.118(a)(1), a four hour notification by all Marine Transportation Related (MTR) mobile facilities prior to all bulk or hazardous material transfers to or from a vessel with a capacity of 250 barrels or more. The notification may be made via fax or phone.
** Upon receipt of this fax, Marine Safety Office Hampton Roads will review your notification and provide you with a transfer reference number. Should you have any questions or comments, please contact a member of the Port Safety Branch at the phone number listed above.

H. E. S. MANAGER

1. Upon receiving notification of a spill, record all information given to dispatch as well as current status of the incident.
2. If spill is major, go to site as soon as possible to coordinate clean-up efforts and to document actions of clean-up crew.
3. If spill is minor, contact customer to verify current status of clean-up and then visit the site to meet with the customer and take pictures of the effected area.
4. After clean-up is complete, follow up with the customer to insure they are satisfied with our efforts and to sign off on the spill report form.
5. Interview driver to determine the root cause of the spill and then take appropriate action depending on the cause of the spill:
 - A. Driver Error - Consider additional training and/or counseling as well as the incident's effect on the driver's safety bonus.
 - B. Equipment Failure – Identify equipment at fault and take corrective actions to prevent reoccurrence. This may include equipment replacement or upgrade, a change in delivery procedures or both.
 - C. Delivery Site – incorrect ullage figures, misidentified tank locations and gauge malfunctions are a few of the most common causes of spills..

PAPCO, INC

FUEL SPILL REPORT

CUST. NAME _____ ACCOUNT # _____

LOCATION _____

DATE _____ TIME _____ PRODUCT _____

TRUCK # _____ DRIVER _____ APPROX. # OF GAL. SPILLED _____

PHOTOS TAKEN YES ___ NO ___

CUSTOMER NOTIFICATION:

NAME _____ PHONE # _____ DATE + TIME _____

DISPATCH NOTIFICATION:

NAME _____ DATE + TIME _____

CLEAN UP:

DRIVER ONLY ___ PAPCO CREW ___ OUTSIDE CONTRACTOR ___

IMS (Southside + Peninsula) 800-989-4467

Petro Chem (West Point + Richmond) 800-723-6951

DRIVER - BRIEF DESCRIPTION OF EVENTS:

MANAGER - ANALYSIS OF EVENTS INCLUDING ROOT CAUSE:

CORRECTIVE ACTION TAKEN:

IS SITE CLEANED TO CUSTOMER'S SATISFACTION? YES ___ NO ___

CUSTOMER NAME _____ DATE _____

CUSTOMER SIGNATURE
