



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

September 30, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS10157-FUEL_MGMT
FUEL MANAGEMENT

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a five (5) year period from October 1, 2010 through September 30, 2015. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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For Account Management questions and assistance:

Janet D. Ward
Account Manager
Fuelman / Division of FleetCor
2524 South Frontage Rd., Suite B
Vicksburg, MS 39180
Phone: 800.877.9019 ext. 15507
Fax: 601.634.1543
janet.ward@fleetcor.com

FleetCor Corporate Address:

FleetCor Technologies Operating Company, LLC d.b.a. Fuelman
655 Engineering Drive, Suite 300
Norcross, GA 30092

4. NEW ACCOUNTS & CARDS:

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Please contact Janet Ward for new account and card set up information.

If new account documentation is required, it can be found at the following web site:

<http://www.gss.omb.delaware.gov/contracting/contracts/157.shtml>

5. STATIONS:

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For a complete list of stations who accept the **Fuelman** card please visit

<http://www.fuelman.com/sitelocator/Home.aspx?network=fuelman>.

At the site locator the user can perform the following tasks:

1. View, print or download site listings by State, City, County or Metro Area.
2. View or print a map of available fuel sites.
3. Route planning to create driving directions and plot nearby Fuelman locations in route to destinations.

6. PRICING:

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Prices will remain firm for the term of the contract term.

The State will pay the Branded Average Rack price for the applicable Rack Market (city) where the station receives fuel deliveries as reported by the Oil Price Information Service (OPIS). The cost structure paid by the State is, per gallon dispensed, at a “cost-plus” pricing formula as illustrated below:

FOR FUEL PURCHASED AT FILLING STATIONS

Fuel Type	OPIS Price	+ Service Fee
Regular Unleaded Gas	Weekly *	\$0.18
Mid Grade Unleaded Gas	Weekly *	\$0.18
Premium Unleaded Gas	Weekly *	\$0.18
Diesel	Weekly *	\$0.21

The State pays no taxes on fuel purchases.

* The OPIS Newsletter Prices published each Thursday by OPIS shall apply to fuel sold during the week. For example: the price available on September 23, 2010 would be effective for fuel sold from Monday 9/20/2010 through Sunday 9/26/2010.

For fuel pumped from State-owned tanks, the agency will pay \$0.02 per gallon pumped for record keeping and reporting purposes (also referred to as Memo Billing). No other charges will apply.

Prices posted are for vendor payment by check or ACH “push” processing. For payment by P-card or SuperCard, please refer to PAYMENT listed under Additional Terms and Conditions.

6. PRICING (continued):

ALTERNATIVE FUEL AND PRICING:

E85 is only available at one location within the State of Delaware. The site location is:

BP – Bear Necessities, 1923 Pulaski Hwy, Bear, DE 19701

There are two filling stations that provide B20 (Biodiesel) fuel. Their locations are:

Uncle Willies of Woodside, 5485 S. DuPont Hwy, Woodside, DE 19980

Uncle Willies #12, 28194 DuPont Rd, Millsboro, DE 19966

Pricing for these alternative fuels will be charged at retail price minus \$0.03, and minus Federal and State taxes.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

Payments made to FleetCor Technologies by P-card or SuperCard will be paid at the following "cost-plus" reimbursement rates:

FOR FUEL PURCHASED AT FILLING STATIONS

Fuel Type	OPIS Price	+ Service Fee
Regular Unleaded Gas	Weekly *	\$0.30
Mid Grade Unleaded Gas	Weekly *	\$0.30
Premium Unleaded Gas	Weekly *	\$0.30
Diesel	Weekly *	\$0.33

The State pays no taxes on fuel purchases.

* The OPIS Newsletter Prices published each Thursday by OPIS shall apply to fuel sold during the week. For example: the price available on September 23, 2010 would be effective for fuel sold from Monday 9/20/2010 through Sunday 9/26/2010.

8. PAYMENT (continued):

For fuel pumped from State-owned tanks, the agency will pay \$0.0206 per gallon pumped for record keeping and reporting purposes (also referred to as Memo Billing). No other charges will apply.

Authorized contract users are encouraged to review the significant cost savings associated with payment by a check or ACH “push” process before electing to pay by P-card.

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State’s option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State’s option, without imposing any additional fees, costs or conditions.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor’s performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.