



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 26, 2011

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

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum # 2 – Effective November 1, 2013**
CONTRACT NO. GSS11001-FUEL_OIL
NO. 2 FUEL OIL

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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, 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 two (2) year period from November 1, 2011 through October 31, 2013. Each contract may be renewed for three (3) additional one (1) year periods 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.

Addendum # 2 extends this contract for one (1) additional year through October 31, 2014.

3. VENDORS:

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Carl King Energy Services division of Griffith Energy Services, Inc.

1400 E. Lebanon Rd.

Dover, DE 19901

Contact: Mary Lerch

Phone: 302-697-3251

Fax: 302-697-9148

[Email: mlerch@griffithoil.com](mailto:mlerch@griffithoil.com)

FSF # 0000031073

4. SHIPPING TERMS:

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F.O.B. destination; freight pre-paid.

5. DELIVERY AND PICKUP:

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Agencies are responsible for establishing a delivery schedule or "will call" basis with the awarded vendor.

6. PRICING:

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To calculate the price contract users will be charged:

$$\text{Price (per gallon)} = \text{No. 2 HS Daily Floating Price (gallon)} + \text{Delivery Charge/Discount (gallon)}$$

Prices shown in the table below are the delivery charge/discount that will be charged for each gallon delivered to the ordering agency. (Price is exclusive of taxes, except for some taxes that are not able to be legally waived. No other fuel delivery charges shall be charged to the ordering agency).

NEW CASTLE COUNTY		
<i>Tank "A" 5,000 Gallons & Up</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.0286
<i>Tank "B" Up to 4,999 Gallons</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.1295
KENT COUNTY		
<i>Tank "A" 5,000 Gallons & Up</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.0645
<i>Tank "B" Up to 4,999 Gallons</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.1794
SUSSEX COUNTY		
<i>Tank "A" 5,000 Gallons & Up</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.0645
<i>Tank "B" Up to 4,999 Gallons</i>		
Vendor	Price Structure	No. 2 Fuel Oil
Carl King	Charge per Gallon	\$0.1845

Price shall be net per gallon F.O.B. agency storage tanks.

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

The price shall correspond to the daily closing **UNBRANDED RACK AVG** (or UBD) posting for **HS No. 2** for the Philadelphia Harbor under the “OPIS Gross No. 2 Distillate Prices” as published in the OPIS.

Added to the daily index shall be the delivery charge per gallon for each particular zone. **The delivery charge shall remain firm for the duration of the contract.** NO additional fuel delivery surcharges will be added to the fuel invoices submitted by the vendor.

The invoiced price shall be the price in effect on the date of delivery. In the event that a delivery is late at the fault of the vendor, the ordering agency at its option may request that the invoice reflect the daily index price for the promised delivery date rather than the actual delivery date had the index gone up during that time period.

NOTE: If delivery is made on a weekend, and the weekend is a holiday, the price per gallon shall be based on the previous day.

Your invoiced price **SHALL** be exclusive of all Federal and State taxes, with the exception of the Following:

Delaware Hazardous Substance Clean-Up Tax – This tax shall be billed as a separate line item on all invoices. The current rate is 0.9% or (.009). This tax is on the total dollar amount of the invoice, not on the per gallon price (.009 X amount of invoice).

The Federal Leaking Underground Storage Tank Tax – This tax shall be billed as a separate line item on all invoices. The current rate is 0.1% or 0.0010 per gallon. This tax only applies, if you have an underground storage tank.

The National Oilheat Research Alliance (NORA) Tax. The fee is only due on fuel used for oil heat that is defined in the law as being used for non industrial commercial or residential space or hot water heating. The fee is due on sales to consumers who use the fuel to heat space, whether by forced air or boilers, or water. The tax is on the per gallon price. The tax shall be billed as a separate line item on all invoices. The current rate is \$.002 per gallon (2/10 of a cent or twenty points).

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:

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. REQUIREMENTS:

This contract will be issued to cover the No. 2 Fuel Oil requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

12. 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.

13. 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.

14. 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.

15. 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.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. STORAGE TANK COMPLIANCE CERTIFICATION/DOCUMENTATION:

Agencies are advised that they shall **NOT** sign storage tank compliance certification or any other documentation they receive from the contractor(s). They are to fax a copy of all such items to the Contract Officer immediately upon receipt.

17. SPILLAGE:

All spillages shall be corrected on an immediate basis and to the satisfaction of the ordering agency. All associated costs including materials, labor and any damages resulting from the spillage shall be borne by the contractor. The contractor shall immediately notify the below listed office of all spillages:

Department of Natural Resources and Environmental Control
Division of Air and Waste Management
24 hour Hotline
In State Phone No.: 800-662-8802
In/Out of State Phone No.: (302) 739-5072

18. FUEL QUALITY:

The quality of the Fuel Oils offered, by the vendor for this Contract shall comply with the current ASTM Standard Specifications for Fuel Oils; Designation D396-92, or the most current edition thereof.

The No. 2 Fuel Oil supplied must also meet the EPA Testing Standard by using one (1) of the following ASTM methods: D129, D1552, D2622, or D4294 or the most current editions thereof. These standards are used to determine the percent of Sulfur in the Fuel.

The fuel supplied under contract shall consist of petroleum-derived products. Suppliers and their sources are prohibited from adulterating the fuel with waste crankcase lubricants or similar products. Blending of various compatible grades of fuel oil is permitted; however, the product formed by the blending shall comply with all requirements and specifications of ASTM designation.

The sulfur content shall not exceed 0.3% maximum for the No. 2 Fuel Oil. The sulfur content shall be based on fuel oil certifications from either the fuel supplier or an independent testing firm.