



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

August 11, 2011

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 – Addendum #1 – Effective September 1, 2011**  
**CONTRACT NO. GSS11002-GASOLINE**  
**REFORMULATED GASOLINE**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. **MANDATORY USE CONTRACT:**..... 2  
2. **CONTRACT PERIOD:** ..... 2  
3. **VENDORS:** ..... 2  
4. **SHIPPING TERMS:** ..... 2  
5. **DELIVERY AND PICKUP:**..... 3  
6. **PRICING:**..... 3  
**ADDITIONAL TERMS AND CONDITIONS**..... 4



**KEY CONTRACT INFORMATION**

**1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**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:**

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a two (2) year period from September 1, 2011 through August 31, 2013. 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:**

[\(Return to Table of Contents\)](#)

Riggins Inc. 3938 S. Main Road Vineland, NJ 08360 Contact: R. Paul Riggins Phone: 856-825-7600 Fax: 856-825-2270 Email: <a href="mailto:rpriggins@rigginsoil.com">rpriggins@rigginsoil.com</a> FSF # 0000007915	Griffith Energy Services, Inc. (Carl King) 1400 E. Lebanon Rd. Dover, DE 19901 Contact: Mary Lerch Phone: 302-697-3251 Fax: 302-697-9148 Email: <a href="mailto:mlech@griffithoil.com">mlech@griffithoil.com</a> FSF # 0000031073
ISObunkers, LLC 2 New Road Suite 311 Aston, PA 19014 Contact: Gary Kligos Phone: 610-361-8000 Fax: 610-361-8924 Email: <a href="mailto:gkligos@isoindustries.com">gkligos@isoindustries.com</a> FSF # 0000031680	Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway SW Gainesville, GA 30501 Contact: David Zarfoss Phone: 800-695-6626 Fax: 678-450-2242 Email: <a href="mailto:mocbids@mansfieldoil.com">mocbids@mansfieldoil.com</a> FSF # 0000101081

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

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

**5. DELIVERY:**

[\(Return to Table of Contents\)](#)

Delivery to eligible state agencies, municipalities, school districts and volunteer fire companies shall be on a "will call" or "automatic delivery" basis as required by the individual agency.

**6. PRICING:**

[\(Return to Table of Contents\)](#)

To calculate the price contract users will be charged:

$$\text{Price (per gallon)} = \text{Gasoline Daily Floating Price (gallon)} + \text{Delivery Charge/Discount (gallon)}$$

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).

<b>Tank Size</b>	<b>Delivery Price (per Gallon)- Regular Unleaded</b>	<b>Vendor</b>
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<b>New Castle County</b>		
<b>Tank "A" - 5,000 gal &amp; up</b>	<b>-\$0.0340</b>	<b>Riggins</b>
<b>Tank "B" - 2,000 to 4,999 gal.</b>	<b>\$0.1290</b>	<b>Griffith Energy (Carl King)</b>
<b>Tank "C" - Up to 1,999 gal.</b>	<b>\$0.1769</b>	<b>Griffith Energy (Carl King)</b>

<b>Kent County</b>		
<b>Tank "A" - 5,000 gal &amp; up</b>	<b>\$0.0086</b>	<b>ISObunkers</b>
<b>Tank "B" - 2,000 to 4,999 gal.</b>	<b>\$0.1155</b>	<b>Mansfield Oil</b>
<b>Tank "C" - Up to 1,999 gal.</b>	<b>\$0.2796</b>	<b>Mansfield Oil</b>

<b>Sussex County</b>		
<b>Tank "A" - 5,000 gal &amp; up</b>	<b>\$0.0295</b>	<b>ISObunkers</b>
<b>Tank "B" - 2,000 to 4,999 gal.</b>	<b>\$0.1426</b>	<b>Mansfield Oil</b>
<b>Tank "C" - Up to 1,999 gal.</b>	<b>\$0.1706</b>	<b>Mansfield Oil</b>

Prices charged to the ordering agency shall be **net** per gallon F.O.B. agency storage tanks.

**Floating Price:**

The prices quoted shall be on a per gallon basis for regular unleaded grade gasoline, as listed under the **OPIS GROSS RFG ETHANOL (10%) PRICES** report. The price shall correspond to the daily **UNBRANDED RACK AVERAGE** (UBD RACK AVG) posting for **Wilmington, DE** as published in the daily Oil Price Information Report (**OPIS**) as of the end of day report.

Added to the daily price shall be the delivery charge (or discount) per gallon. The price charged shall correspond to the agencies' tank size for the county where the tank is located. **The delivery charges shall remain firm for the duration of the contract period.**

The invoiced price shall be based 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.

Your invoiced prices SHALL be exclusive of all Federal and State taxes, with the exception of the following:

<u>Tax Name</u>	<u>Current Rate</u>
Delaware Hazardous Substance Clean-Up Tax	.009
Federal Leaking Underground Storage Tank (LUST) Tax	.001

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

The Federal LUST Tax shall also be billed as a separate line item on all invoices. This tax is on the per gallon price and not the total dollar amount of the invoice (.001 X per gallon price). There are no exemptions from LUST tax except for exports. *Public Law 109-58; Sec. 1362(b)*.

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**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.

**Neither Mansfield Oil nor Riggins will accept payment by procurement (credit) card.**

**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 provide the bulk delivery of Reformulated Gasoline for all State Agencies and shall be accessible to any School District, Municipality, Political Subdivision, 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. DELIVERY REQUIREMENTS/RESTRICTIONS:**

Delivery to eligible state agencies, municipalities, school districts and volunteer fire companies shall be on a "will call" or "automatic delivery" basis according to the following terms and conditions:

1. All orders for the delivery of gasoline shall be made within forty-eight (48) hours of the date and time of the order except for certain exceptions listed below (paragraph 5).
2. The delivery of gasoline to group "A" tanks (5,000 gallons and larger) shall be made on a "Will Call" basis only.
3. The delivery of gasoline to group "B" and "C" tanks shall be a "Will Call" or "Automatic" basis **at the discretion of the ordering agency**. If automatic delivery is selected, the ordering agency shall supply tank size and the rate of consumption so that an automatic delivery interval can be established.

**Contractor(s) who repeatedly allow a tank on Automatic Delivery to run out of fuel shall be liable for all cost incurred for the repair of the tank and associated equipment.**

4. It shall be at the vendor's discretion to accept orders or deliver product to tanks which are more than 25% full. However, this shall not apply to automatic deliveries or shipments, which constitute a full tank truck.

- The following locations shall require delivery within twenty-four (24) hours after placement of order:

Agency	County	Tank Group	Gasoline
State Police Troop 3, Camden	Kent	A	Regular Unleaded
State Police Troop 5, Bridgeville	Sussex	B	Regular Unleaded

- Delivery of product to all Department of Transportation facilities in New Castle, Kent and Sussex County shall be made between the hours of 8:00 AM and 3:00 PM, Monday through Friday unless otherwise requested.
- The contractor shall accept orders for gasoline seven (7) days per week, twenty-four (24) hours per day.
- Agencies ordering gasoline on a "will call" basis are encouraged to fax a copy of the purchase order to the contractor and confirm a delivery date.

**14. EMERGENCY DELIVERY:**

If an agency determines itself to be out of gasoline or in an impending out of gasoline condition, the ordering agency may "**DECLARE AN EMERGENCY**". Under this extreme condition delivery shall be made under the following guidelines:

- WILL CALL ACCOUNTS:** Delivery shall be made within eight (8) hours of the "DECLARATION".
- AUTOMATIC DELIVERY ACCOUNTS:** Keeping the tank filled shall be the responsibility of the vendor. Any unusual situation that would increase the demand for gasoline consumption must be communicated by the using agency to the vendor so that adjustments can be made. It is required that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation.

Once an agency "**DECLARES AN EMERGENCY**" the following steps shall be followed:

- Contractor shall confirm with the ordering agency a realistic delivery time. The agency must then determine if that is acceptable. If the projected delivery time is unacceptable then:
- Contractor may select another distributor who is able to make a timely delivery. The ordering agency must then give permission to the vendor for this alternative. Contracted pricing and invoicing shall be the responsibility of the State's contractor.
- If another distributor cannot be mutually secured for immediate delivery, then the ordering agency may after it determines that a critical situation exists, place an order on the open market. In that situation the vendor shall pay the consequences as stated in paragraph 17 -"**NON-PERFORMANCE**".

These guidelines are designed to help open communications between the agencies and the vendor. Whatever the cause that places an agency in an emergency situation it is hoped that deliveries would be made with minimal disruption to an agency's operation. These guidelines are not designed to open the door for **SUB-CONTRACTING** deliveries.

**15. DELIVERY DOCUMENTS:**

Computerized bills of lading, metered slips from terminal loadings, sealed compartments and/or delivery tickets are acceptable deliveries. Using agency may require sealed compartments. Present delivery documents to the receiving agency PRIOR to unloading, if not metered. Signing of documents will occur after unloading and verification of quantities received. Transport trucks are not metered; therefore, stick reading is required for transport deliveries. **The State will pay for gallons received – METERED OR otherwise; no adjustment is made for temperature, etc.**

**16. 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

**17. PRODUCT SPECIFICATIONS:**

The Gasoline shall conform to the ASTM Designation D4814 or the most current revision. The gasoline shall have an Anti-Knock Index (AKI) as shown below, and be adjusted for season and locality in accordance with recommendations in ASTM D4814.

**ANTI-KNOCK INDEX =  $(R + M) / 2 = 87.0$  OCTANE** (also referred to as regular unleaded gas)

**In addition, and if applicable, the fuel shall contain an effective Port Fuel Injector Detergent-Dispersant Package and at the concentration being supplied, shall “MAINTAIN” volume flow of fuel through injectors. Contractor shall certify that each delivery contains the “MAINTAIN” level of detergent-dispersant additive. This certification shall accompany each delivery.**

**18. GASOLINE EXEMPTION CERTIFICATES/DOCUMENTATION:**

Agencies are advised that they shall **NOT** sign gasoline exemption certificates 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.

**19. 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.

**20. 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.

**21. 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>.