



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

November 10, 2016

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

FROM: ROXANN M. PARKER, CPPB  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4555

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS16157A-FUEL\_MGMT**  
**FUEL MANAGEMENT**

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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 five (5) year period from December 1, 2016 through November 30, 2021. Each contract may be renewed for three (3) 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.

### 3. VENDOR

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<b>Account Management/Questions/Assistance New Accounts and Cards</b>	<b>Corporate Address</b>
Fuelman 2524 South Frontage Rd. Vicksburg, MS 39180  Contact: Janet Ward Phone: 601-636-8518 Fax: 601-634-1543 Email: <a href="mailto:janet.ward@fleetcor.com">janet.ward@fleetcor.com</a>  FSF#0000033609	FleetCor Technologies Operating Co., LLC dba/ Fuelman 5445 Triangle Parkway Suite 400 Norcross, GA 30092

### 4. NEW ACCOUNTS AND CARDS

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

### 5. STATIONS

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To view complete list of Fuelman card accepting stations, please go to:  
[www.fuelman.com](http://www.fuelman.com)

There is no logon or security code required to access this site and users have the ability to download or print a monthly list of locations from the website.

**Fuelman Mobile Smartphone App:**

Fuelman Mobile and Fuelman InTouch smartphone apps are also made available to assist drivers in locating stations and doing price comparisons. The FREE mobile apps are available at the App Store for iPhone or at Google Play for most other devices. The Fuelman Mobile App can be used without the user having to register or request an authorized login.

**6. PRICING**

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Prices will remain firm for the initial five (5) year term of the contract.

The State will pay the Branded Average Rack price plus markup for the applicable Rack Market (city) where the station receives its fuel deliveries, as reporting by the Oil Price Information Service (OPIS). The cost structure to be paid by the State, per gallon, at “cost plus” is below:

**FUEL PURCHASED AT FILLING STATIONS**

Fuel Type	OPIS Price per gal.	+ Service Fee per gal.	+Non-exempt Federal Taxes**
Reg. Unleaded Gas (87)	Weekly rack Avg.*	\$0.135	\$0.0029
Unleaded Plus Gas (89)	Weekly rack Avg.*	\$0.200	\$0.0029
Premium Unleaded Gas	Weekly rack Avg.*	\$0.180	\$0.0029
Diesel Fuel	Weekly rack Avg.*	\$0.290	\$0.0029
B20	Weekly rack Avg.*	\$0.290	\$0.0029

**The State pays no taxes on fuel purchases.**

\*The OPIS Newsletter Prices published each Thursday shall apply to fuel sold during the week, i.e.; Prices available on Thurs. December 8, 2016 would be effective for fuel sold from Monday, Dec. 5 through Sun. Dec. 11, 2016. The majority of Delaware’s fuel is assigned to the Wilmington OPIS wholesale rack.

\*\*Non-exempt Federal Taxes include LUST portion of Federal Excise Tax – currently @ \$0.0010 gal. and Federal Oil Spill Liability Tax @ \$0.0019 gal. totaling \$0.0029 as shown in the table above. These taxes are subject to changes approved by congress and signed into law.

For fuel being pumped from State-owned tanks, the agency will pay \$0.02 per gallon pumped as Memo Transaction Fee, for memo tracking services.

All pricing posted above applies to vendor payment made by check or ACH “push” processing. For purchases paid by P-card please see Payment section, below.

**ALTERNATIVE FUEL AND PRICING:**

There currently are no stations in Delaware selling B20 (Biodiesel) fuel. Should the vendor be able to establish a retailer to offer B20, pricing will be based on OPIS, Philadelphia B20 Rack Average plus \$0.290 as shown in the table above.

## 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

**Authorized contract users are encourage to make payments by check or ACH "push" process, to realize significant cost savings. Electing to use Pcard for payment is not in the best interest of the State and is discouraged.**

Fuel pumped from State-owned tanks will be billed \$0.020 (2 cents) per gallon for each gallon pumped for record keeping and reporting purposes. (Memo transaction billing). No other fees, including taxes shall be included for memo transactions.

Payments made to FleetCor Technologies by P-card will be at the above "cost-plus" rates plus an additional 4% for each invoice.

The agencies or school districts involved with authorize and process for payment, each invoice within thirty (30) days after the date of receipt. The vendor must accept full payment by P-card and or conventional check and/or other electronic means at the State's option.

### 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. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16157A-FUEL\_MGMT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **12. REQUIREMENTS**

This contract is for a Fuel Management program to provide gasoline and related products and services by use of a charge/debit card system at vendor managed sites statewide and nationally.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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>.