



State of Delaware  
Department of Natural Resources and Environmental Control  
**Delaware Division of Parks and Recreation**  
89 Kings Highway  
Dover, Delaware 19901

November 1, 2017

ISSUED BY: **Michael T. Miles**  
**Contract / Legal Assistant**  
**302-739-9225**

SUBJECT: **AWARD NOTICE, ADDENDUM # 1 effective November 1, 2017**  
**CONTRACT NO. NAT17006\_MARINA FUEL**  
**MARINA FUEL**

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KEY CONTRACT INFORMATION**

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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Each Vendor's contract shall be valid for two **(2) years** from November 1, 2017 through October 31, 2019. **Each contract may be renewed for four (4) additional one (1) year extension periods through negotiation between the Vendor and Division of Parks and Recreation.** Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**2. VENDORS**

This contract has been multi-awarded.

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<p><b>Cato, Inc.</b> <b>1004 Parsons Road</b> <b>Salisbury, MD 21801</b> <b>Phone: 888-399-2286</b> <b>Contact: Mr. Pete Phoebus</b> <b>Email: <a href="mailto:pete@catoinc.com">pete@catoinc.com</a></b></p>
<p><b>Mansfield Oil Company of Gainesville, Inc.</b> <b>1025 Airport Parkway, SW</b> <b>Gainesville, GA 30501-6813</b> <b>Phone: 800-255-6699</b> <b>Contact: Mr. Michael Mansfield Jr.</b> <b>Email: <a href="mailto:mocbids@mansfieldoil.com">mocbids@mansfieldoil.com</a></b></p>

**3. SHIPPING TERMS**

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

**4. DELIVERY AND PICKUP**

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**A. DELIVERY REQUIREMENTS/RESTRICTIONS:**

1. Delivery shall be on a "will call" or "automatic delivery" basis as required by the Division. "Will Call" includes Normal Delivery and Emergency Delivery listed in **DELIVERY RESPONSE REQUIREMENT**.
2. Vendor shall have ability to have direct dial-in-access to monitor/check Marina fuel via VEEDER-ROOT. Delivery shall be scheduled based on-hand volumes. Additionally, Vendor shall accept all call-in orders and any email requests.
3. Delivery of fuel shall be made by metered truck or via transport. Each metered delivery shall be accompanied with a printed meter slip. Deliveries that are made via transport shall be accompanied by the bill of lading, and shall be left with the delivery and or given to the person at the facility.

4. If it is found that any fuel is incorrect, the Vendor shall be responsible to immediately supply the required fuel as ordered. **In the event the Vendor cannot supply the necessary fuel, the Division shall order the purchase of the required amount from any available source and charge the Vendor the excess costs.**
5. Vendor shall have experience in servicing Marina's.
6. Vendor shall provide same-day service or "Emergency Delivery", if requested, at no additional charge.
7. Vendor shall provide delivery and ordering services 365 days a year, including holidays.

**B. DELIVERY RESPONSE REQUIREMENT:**

1. **Normal Delivery** - All deliveries shall be completed within twenty-four (24) hours as a minimum, following receipt of a written purchase order or verbal (and/or written) notification by the agency. The Division reserves the right to obtain samples of product from each tank prior to delivery into the facilities tank.
2. **Emergency Delivery** – Emergency deliveries are to be made within **twelve (12) hours** after receipt of a verbal order from the Using Agency. The Using Agency makes the determination concerning what is an emergency.
3. **Automatic Delivery** - Keeping the tank filled shall be the responsibility of the Vendor. It is expected that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation. Vendor shall use VEEDER-ROOT to manage volumes and schedule deliveries automatically as needed.
4. **Subcontractors** – In the event the bidder proposes to use sub-contractors for the actual delivery, the names and addresses shall be submitted to the Director for approval. The Director reserves the right to inspect their facilities to determine their ability to satisfactorily perform under the delivery terms of the contract.
5. **Due to logistics and the location of the Indian River Marina, Vendor shall ensure they have full capability of delivering to the Marina in accordance to the timelines specified. Deliveries from New Jersey and Virginia often have logistical challenges due to traffic and road congestion, especially in the busy summer beach season. Deliveries from the Wilmington, Delaware area traditionally arrive with minimal delays.**

**C. LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES:**

As soon as the Vendor determines that the delivery will be late the following steps shall be taken:

1. Vendor shall contact the Division and confirm a realistic delivery time. The Division must then determine if that is acceptable. If the projected delivery time is *unacceptable* then:
  - a. **Vendor may select another distributor who is able to make the delivery on time. The Division must then give permission to the Vendor for this alternative. Contracted pricing and invoicing shall be the responsibility of our contracted Vendor.**

2. If the Vendor fails to contact the Division regarding a late delivery or if another distributor cannot be mutually secured in order to make an on-time delivery, **then the Division 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 **Non-Performance**.
3. It shall be the responsibility of both the Vendor and the Division to establish a contact person and telephone number in order to handle late delivery situations.
4. These requirements are designed to help open communications between the Division and the Vendor. They are not designed to open the door for SUB-CONTRACTING deliveries.

**D. SPILLAGE:**

All spillages must be corrected to the satisfaction of the ordering agency concerned within forty-eight (48) hours. All associated cost including materials and labor shall be borne by the Vendor. Damage resulting from a spillage shall be the responsibility of the Vendor. The Vendor must notify the Department of Natural Resources and Environmental Control of all spillages. The following office must be contacted immediately in the event of a spill:

**Division of Air and Waste Management  
24 hour Hotline  
Phone No.: 800-662-8802**

In the event that it becomes necessary for the State of Delaware to remedy or provide for remedying the damaged area, the cost of remediation shall be deducted from any moneys due the contract. If there are no moneys due, the remediation costs shall be the responsibility of the Vendor.

**E. BULK DELIVERY:**

If the Division does not have the capability to receive bulk delivery it is authorized to use at the pump service.

**5. PRICING**

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**A. Delivery and additive charges shall remain firm for the term of the contract.**

**B.** The prices quoted shall be on a per gallon basis as listed under the Oil Price Information Report (**OPIS**) **Rack Average** for each day. Added to the daily price shall be the delivery charge (or discount) per gallon and any additive charge per gallon (as applicable).

**C.** 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.

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

To calculate the price contract users will be charged:

**Price (per gallon) = Fuel Floating Price (gallon) + Delivery Charge/Discount (gallon) + Additive Charge (if applicable)**

**AWARDED VENDOR**

<b>Cato, Inc.</b>		
<b>Additive and Delivery Pricing Gasoline</b>		
	<b>Price Structure - Gasoline</b>	
<b>Additive</b>	<b>Price per Gallon</b>	<b>\$0.0000</b>
<b>Delivery</b>	<b>Price per Gallon</b>	<b>\$0.0645</b>

<b>Cato, Inc.</b>		
<b>Additive and Delivery Pricing Diesel</b>		
	<b>Price Structure - Diesel</b>	
<b>Additive</b>	<b>Price per Gallon</b>	<b>\$0.0250</b>
<b>Delivery</b>	<b>Price per Gallon</b>	<b>\$0.0725</b>

**AWARDED VENDOR**

<b>Mansfield Oil Company of Gainesville, Inc.</b>		
<b>Additive and Delivery Pricing Gasoline</b>		
	<b>Price Structure - Gasoline</b>	
<b>Additive</b>	<b>Price per Gallon</b>	<b>\$0.0275</b>
<b>Delivery</b>	<b>Price per Gallon</b>	<b>-\$0.0842</b>

<b>Mansfield Oil Company of Gainesville, Inc.</b>		
<b>Additive and Delivery Pricing Diesel</b>		
	<b>Price Structure - Diesel</b>	
<b>Additive</b>	<b>Price per Gallon</b>	<b>\$0.0275</b>
<b>Delivery</b>	<b>Price per Gallon</b>	<b>\$0.0661</b>

**E. Invoices SHALL be exclusive of all Federal and State taxes, with the exception of the following:**

**Material covered by this proposal shall be exempt of all Federal and State Taxes with the exception of the following:**

- **The Delaware Hazardous Substance Clean-Up Tax.** This tax is on the Ultra Low Sulfur Diesel Fuel. This 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.
- **The Federal Leaking Underground Storage Tank Tax.** This tax is on the Ultra Low Sulfur Diesel. This tax shall be billed as a separate line item on all invoices. This tax is on the per gallon price.
- **Federal Gasoline Excise Tax.** This tax shall be billed as a separate line item on all invoices. This tax is on the per gallon gross units delivered.
- **State Gasoline Excise Tax.** This tax shall be billed as a separate line item on all invoices. This tax is on the per gallon gross units delivered.
- **Federal Lust Tax.** This tax shall be billed as a separate line item on all invoices. This tax is on the per gallon gross units delivered.
- **The invoiced price shall be based on the price in effect on the date of delivery. In the event that a delivery is late at the fault of the Vendor, the Division at its option may request that the invoice reflect the rack price for the promised delivery date rather than the actual delivery date had the rack price gone up during that time.**

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. FUEL QUALITY**

- A. Gasoline - Plus Midgrade 89 Octane with 10% Ethanol:** Reformulated detergent additized gasoline Benzene Content – 1.3% vol max.

Prices quoted for the Gasoline - Plus Midgrade 89 Octane with 10% Ethanol fuel shall be on a per gallon basis.

- B. Diesel – Red Dyed Diesel:** Must meet applicable standards: Distillate must meet applicable standards for sulfur and centate index under EPA Regulation 40 CFR Part 80; 15 PPM S “EPA” Diesel; 15 PPM Sulfur (maximum) dyed, ultra low sulfur Diesel fuel.
1. Summer and Winter blends shall be available for purchase and must be already blended prior to delivery at the Marina.
  2. Fuel shall be first quality which shall conform in all aspects to the requirements, as set forth in US Department of Commerce Standards CS-12-48, for domestic and industrial fuels. The fuel shall be clear hydrocarbon oil, free from sediment, water or suspended matter.
  3. Diesel must be of a grade manufactured in accordance with the highest standards for use in compression ignition, internal combustion (diesel) engines. Diesel shall be clear of sediment, water or suspended foreign matter.
  4. All fuels shall meet EPA Testing standards for the most recent American Society of Testing and Measurements (ASTM) registered and approved method.
  5. The State of Delaware will be the sole judge of the equivalencies regarding samples and specifications.

## **7. TEST SAMPLING / ANALYSIS / LIABILITY**

- A. Certified analysis of fuel may be requested by the Division at any time the product is delivered. The analysis shall be made by an independent Testing Laboratory at no cost to the Division.
- B. The Division may take periodic samples of the fuel delivered to their location, from the delivery tank or container in which the delivery is made. Upon delivery of the fuel, the Division shall use a clean, sealable one gallon container, and take a sample from the top of the delivery tank, seal the container and send it to an independent testing laboratory for the necessary testing and billing to the Vendor. Samples will be obtained in a manner that precludes contamination by foreign substances.
- C. Samples will also be tested if changes in, or problems with equipment operation or performance point to a specific need for confirmation of product quality. If it is determined that quality is not acceptable, then the Division may deduct the amount assessed from unpaid invoices prior to payment. Additionally, the State of Delaware reserves the right to cancel the contract for inferior deliveries or if the fuel is found to contain dirt or sediment, or it is of a structure that will cause clogging and prevent proper operation of a vehicle.
- D. The Vendor shall be liable if products fail to meet industry quality standards. Liability shall include, but is not limited to the cost of engine repair, i.e., materials, parts replacements, and labor. Liability shall also include the cost of product remaining in the storage tank.

## **8. INSPECTION AND ACCEPTANCE**

- A. If applicable, the bidder's current "Inspection and Test Certification Seals", on delivery measuring meters and compartments will be accepted in connection with Form 50 "Weights and Measures Certificate", previously obtained by the bidder from the Delaware Bureau of Weights and Measures.
- B. The Division reserves the right to have all measuring devices re-checked, at any time during the life of the contract. Spot Checks at delivery points may also be made.
- C. If rechecks disclose any discrepancy in the number of gallons shown on the delivery ticket and the actual number of gallons delivered, use of such equipment will not be permitted until certification has been received from Delaware Bureau of Weights & Measures that the measuring device is accurate, or has been corrected.
- D. The Division has the right to refuse delivery on metered trucks with broken seals. The Vendor with the defective measuring device will be charged the added cost of obtaining fuel from an emergency source, until the defective metering device has received the necessary certification.
- E. The Vendor shall inspect Division tanks prior to dispensing fuel into tanks and shall promptly notify the Division of any damage, maintenance concerns or algae. The Division reserves the right to engage the Vendor for providing solutions for algae control on tanks to include, but not limited to: vents, pipes, caps, returns, gauges, drains, or pick-up's. Vendor may charge separate line items for these services.

## **9. STORAGE TANK COMPLIANCE CERTIFICATION/DOCUMENTATION**

- A. The Vendor shall not request the Division sign any storage tank compliance certification or any other documentation. Any requests for review of storage tank compliance or other documentation shall be sent via email at [Parks\\_OBS@state.de.us](mailto:Parks_OBS@state.de.us) to the attention of "Division of Parks and Recreation Office of Business Services".

#### **10. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order.

#### **11. 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.

#### **12. 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.

#### **13. 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 the Division of Parks and Recreation to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

#### **14. 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.

#### **15. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **NAT17006\_MARINA FUEL** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

#### **16. REQUIREMENTS**

This contract will be issued to cover the purchase, delivery or cause for delivery, of branded motor fuels for resale and use by the Indian River Marina requirements for the Division of Parks and Recreation.

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.



**17. 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.

**18. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

**19. 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.