

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-2091-2024

This contract entered into this 25<sup>th</sup> day of August 2023 by Foster Fuels, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

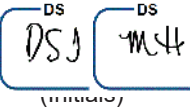
SCOPE OF CONTRACT: The Contractor shall provide gasoline, diesel fuel, and fuel oil to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From September 1, 2023 through August 31, 2024 and includes the option for four (4) one-year renewals.

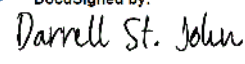
COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

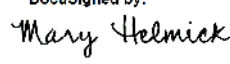
CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 154542302 dated June 2, 2023, together with Addendum Number 1 To RFP dated June 27, 2023, the proposal submitted by the Contractor dated July 7, 2023 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility

DS DS  


In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor  
By:   
(Signature ID: 95AC8C932B8240E...)  
Darrell St. John Sr VP  
Name and Title

Virginia Tech  
By:   
(Signature ID: 5943314F5CD3478...)  
Mary W. Helmick  
Director of Procurement



Request for Proposal # 154542302

For

Gasoline and Diesel Fuel

June 2, 2023

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP # 154542302, Gasoline and Diesel Fuel

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until June 30, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to John Spence, CPPB, Phone: (540) 231-3333 e-mail: [jspenc@vt.edu](mailto:jspenc@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 4:00 PM on June 21, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

*In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**[INCLUDE THIS PAGE]**

I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech has several locations across the main campus that utilize gasoline and diesel fuel. These locations are listed in Attachment D, Estimated Fuel Usage and Tank Sizes

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for one (1) year(s), or as negotiated. There will be an option for four (4) one year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

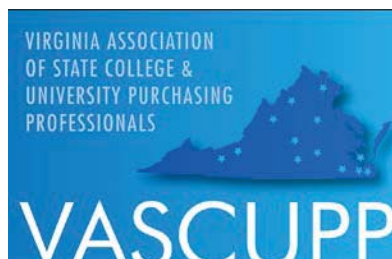
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

## VI. STATEMENT OF NEEDS/SCOPE OF WORK:

### A. General:

The contractor shall furnish and deliver gasoline and diesel fuel, as described below, when ordered by Virginia Tech. Delivery locations are listed in Attachment D. Diesel fuel deliveries to the power plant require certification as specified in Attachment E with each shipment.

### B. Gasoline:

- a. Types: 87% octane unleaded gasoline and 93% octane unleaded gasoline
- b. Estimated usage and tank sizes referenced in Attachment D.
- c. Applicable laws: All gasoline shall be in complete conformance with ASTM D 4814 as described in Attachment B: Specifications, Gasoline.
- d. Rate of Delivery: Contractor shall supply on an "As Needed" basis.
- e. Quantities set forth in this solicitation are estimates, and the Contractor shall supply actual quantities as ordered at the proposed prices. Contractor shall only bill for amount ordered unless additional quantities are approved in advance.

### C. Diesel Fuel

- a. Type: Ultra Low Sulfur No. 2-D
- b. Estimated usage and tank sizes referenced in Attachment D.
- c. Applicable Laws: All diesel fuel shall be in complete conformance with ASTM D 975 as described in Attachment C: Specifications, Diesel Fuel.
- d. Rate of Delivery: Contractor shall supply on an "As Needed" basis with the exception of the Virginia Tech Power Plant.
- e. Rate of Delivery for Virginia Tech Power Plant: The Power Plant will require a firm commitment for the ability to deliver up to 65,000 gallons of fuel oil to storage tanks for each 24 hour period within 16-24 hour's advance notice in emergency situations.
- f. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply actual quantities as ordered at the proposed prices. Contractor shall only bill for amount ordered unless additional quantities are approved in advance.

- g. The approved Diesel Fuel for the emergency generator diesel engine is distillate oil having maximum sulfur content not exceeding 0.5 percent by weight. The Vendor shall be required to provide documentation that each shipment meets this specification.
- h. Diesel fuel should contain at minimum, two percent, by volume, biodiesel fuel or green fuel as defined in § 45.1 – 394 of the Code of Virginia, if readily available.

D. Quality Control and Certification of Products Delivered:

The Contractor shall submit signed certification with each delivery that contains at a minimum the following information:

- a. Company Information
- b. Driver Information
- c. Vehicle Information
- d. Fuel Type and Quantity
- e. Delivery Date and Time
- f. Delivery Location
- g. Certification Number
- h. Certification Issuer

The Contractor shall also submit certification as to source and base price with each invoice submitted to Virginia Tech. The Contractor shall be responsible for any necessary fuel testing, monitoring and maintenance to ensure fuel's quality and compliance with industry standards.

E. Billing and Invoicing:

Contractor shall provide accurate and detailed billing and invoicing for all fuel deliveries including itemized charges for quantity, price, taxes, surcharges, and any other applicable fees.

F. Customer Service and Support:

Contractor shall provide responsive and reliable customer service and support, including a designated point of contact to address any fuel related issues, concerns, or emergencies.

G. Reporting:

Contractor shall provide regular reports to Virginia Tech on fuel usage, delivery information and any other relevant information. Reports shall be submitted on a regular basis as mutually agreed upon.

H. Spill Procedures:

Contractor shall be responsible for all reporting and management requirements as mandated by applicable laws, regulations and industry standard. This includes, but is not limited to, promptly reporting the incident to the appropriate authorities, initiating necessary containment and cleanup measures, and ensuring compliance with all spill response protocols. In addition to all other requirements, the Contractor shall conform Virginia Tech Emergency Management spill procedures available at <https://emergency.vt.edu/ready/guides/chemical.html>

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a brief overview of the company, including history, experience, size and capabilities in supplying Gasoline and Diesel Fuel to similar clients. Include any applicable certifications or accreditations.
2. Provide detailed information of fuel supply, delivery, storage, quality assurance, and customer service processes, including any unique or value-added services offered. Describe approach to meeting Virginia Tech's fuel requirements and any strategies for optimizing fuel supply, delivery and storage operations.
3. Provide Rack Rate with a Differential Rate for all items on Attachment F, Price Schedule. Include all pricing. Base pricing will be posted OPIS Rack Rate on the date of delivery. Outline any additional taxes that are charged outside of Differential Rate, if any.
4. Provide delivery schedule and requirements. State the standard delivery time for non-emergency deliveries.
5. Define what is considered an Emergency Delivery.
6. Outline process and contact information for emergency deliveries including, but not limited to, any fees related to emergency deliveries, best delivery schedule possible, state your ability to supply Number 2 Fuel Oil to the Virginia Tech Power Plant as defined in Section VI.C.e.
7. Provide a sample performance guarantee and invoice.
8. Outline the process for fuel orders that do not match tank capacities. (Ex. Location orders 500 gallons of fuel, but upon arrival the tank only has space for 400 gallons).
9. Outline notification process for any order issues including, but not limited to, inability to fulfill an order.
10. Identify the representative(s) that will service the Virginia Tech account.
11. Provide a description of any reporting options available.
12. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:  
  
If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
13. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

#### D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

## 2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words,



figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

## VIII. SELECTION CRITERIA AND AWARD:

### A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	Total 100

### B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

## IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes

in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. John Spence, CPPB and Senior Buyer, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B – Specifications, Gasoline
- Attachment C – Specifications, Diesel Fuel
- Attachment D – Estimated Fuel Usage and Tank Size
- Attachment E – Power Plant Low Sulfur Diesel Fuel Certification
- Attachment F – Price Schedule

## ATTACHMENT A

### TERMS AND CONDITIONS

#### RFP GENERAL TERMS AND CONDITIONS

See: [https://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_02182022.pdf](https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf)

#### ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of Virginia Tech. The award or awards will be made to the lowest responsible Bidder/Offeror(s) as applicable. Virginia Tech reserves the right to determine reasonable administrative costs in making an award to one, two, or multiple vendors for a particular item, or group of items, on which that vendor is the low bidder/offeror.
- 12. CONTRACT PERIOD:** The contract shall be for a period of **one (1) year**.
- 13. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

**14. INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- 15. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

**16. PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor's differential rate. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

**17. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**18. REFERENCES:** Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION CONTACT PERSON	ADDRESS	TELEPHONE
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____

**19. RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**20. SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and

Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>

- 21. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 22. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 23. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

**ATTACHMENT B****SPECIFICATIONS, GASOLINE**

**General:** This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

**Properties:** Fuel shall conform to the following chemical and physical detailed requirements:

<b>Property</b>	<b>ASTM Test Method(s)</b>	<b>Value</b>
Antiknock Index, min, (RON+MON)/2	D 2885	87
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

**Volatility:** The volatility of the fuel shall be in accordance with the following table:

<i>Month</i>	<i>Distillation Class</i>	<i>Protection Class</i>	<b>Vapor Pressure/</b>	<b>Vapor Lock</b>
Jan		E		5
Feb		E or D		4 or 5
Mar		D		4
Apr		A, B, C, or D		3 or 4
May		A		3
Jun		A		3
Jul		A		3
Aug		A		3
Sep 1-15		A		3
Sep 16-30		A, B, or C		3
Oct		C or D		3 or 4
Nov		D or E		4 or 5
Dec		E		5



**ATTACHMENT B (Con't)**

**Reformulated Gasoline:** In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

**Northern Virginia:**

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

**Richmond:**

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

**Hampton Roads:**

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

**Conformance:** To confirm conformance with the ASTM performance requirements, each bid must be accompanied by either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

## ATTACHMENT C

## SPECIFICATIONS, DIESEL FUEL

**General:** This specification describes a high quality diesel fuel oil suitable for use in automotive diesel engines used in trucks and heavy construction equipment. The diesel fuel furnished under this specification shall be Grade Ultra Low Sulfur No. 2-D and shall meet all requirements for diesel engines.

The diesel fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 975 for diesel fuel, Grade Ultra Low Sulfur No. 2-D. Conformance of the diesel fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 975.

**Additives:** Supplier must specify brand name and properties of any additives blended with the diesel fuel. The supplier must mix additives at the terminal prior to delivery.

**Properties:** Diesel fuel oil shall conform to the following chemical and physical detailed requirements:

<b>Property</b>	<b>ASTM Test Method</b>	<b>Value</b>
Flash Point, °C (°F), min	D 93	52 (125)
Water and Sediment, % vol, max.	D 1796	0.05
Distillation temperature, °C (°F) 90% vol Recovered	D 86	
min.		282 (540)
max.		338 (640)
Kinematic viscosity, mm/s at 40°C (140°F)	D 445	
min.		1.9
max.		4.1
Ash, % mass, max.	D 482	0.01
Sulfur, % mass, max.	D 2622	0.05
<b>Property</b>	<b>ASTM Test Method</b>	<b>Value</b>
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 3
Cetane number, min.	D 613	40
One of the following properties must be met:		
(1) Cetane index, min.	D 976	40
(2) Aromaticity, % vol, max	D 1319	35
Cloud point, °C(°F), max.	D 2500	
September - March		-9 (15)
April - August		-7 (20)
Ramsbottom carbon residue on 10% distillation residue, % mass, max.	D 524	0.35

**Conformance:** The low bidder will be required to submit a sample of their fuel for testing according to the above listed tests. Award will depend on the sample passing the required tests.

## Attachment D

## Estimated Fuel Usage and Tank Size

<u>Location</u>	<u>Gasoline Tank Size</u>	<u>Estimated Annual Gasoline Usage</u>	<u>Diesel Fuel Tank Size</u>	<u>Estimated Annual Diesel Fuel Usage</u>
<b>Crop and Soil</b> 330 Smyth Hall (0404) Blacksburg, VA 24061	one(1) 1000 gallon tank	6,000 gallons 87% Octane	diesel 1-275 gallon tank	500 gallons
<b>Golf Course</b> Duck Pond Drive (0226) Blacksburg, VA 24061	two(2) 275 gallon tanks	2500 gallons 87% Octane	diesel 1-550 gallon tank 1-275 gallon tank (HO)	2000 gallons
<b>Glade Road Research Center</b> Glade Road (0330) Blacksburg, VA 24061	one(1) 1000 gallon tank	800 gallons 87% Octane	diesel 1-275 gallon tank 500 gallons (HO)	275 gallons
<b>Beef Center and Animal Science Farm</b> Plantation Road(0306) Blacksburg, VA 24061	two(2) 550 gallon tanks	5000 gallons 87% Octane	diesel 1-550 gallon tank 1-500 gallon tank (HO)	3000 gallons
<b>Kentland Farm &amp; Dairy Operations</b> 5250 Whitethome Road (0402) Blacksburg, VA 24060	Adams House one(1) 1500 gallon tank	4000 gallons 87% Octane	Adams House - one(1) 1500 gallon tank Orchard Building - one(1) 1500 gallon tank Big Barn - one(1) 550 gallon tank	6000 gallons
<b>Moore Farm</b> 1020 Old Mill Road (0402) Blacksburg, VA 24060	one(1) 1500 gallon tank	5000 gallons 87% Octane	diesel 1-1500 gallon tank	9500 gallons
<b>Stone Quarry</b> Sterrett Facilities Complex (0529) Blacksburg, VA 24061	no gasoline tanks	N/A	1-1000 gallon diesel tank, 1-750gal tank 1-500 gallon tank	10,000 gallons
<b>Power Plant</b> 350 Old Turner Street (0242) Blacksburg, VA 24061	no gasoline tanks	N/A	1-6000 gallon off rd tank 2-17,000 gallon above ground storage tanks	25,000 gallons
<b>Virginia Tech Electric Service</b> 1700 Pratt Drive (0214) Blacksburg, VA 24061	no gasoline tanks	N/A	1-500 gallon diesel tank	1000 gallons
<b>Hunter Andrews Building</b> 1700 Pratt Drive (0214)	no gasoline tanks	N/A	1-500 gallon diesel tank 1-1000 gallon tank	1000 gallons

Blacksburg, VA 24061

1-3500 gallon tank

**VT Fleet Services**

Attn: Deborah Freed  
Fleet Services Building  
Sterrett Drive  
Blacksburg VA 24061

250,000 gal

Gasoline – 20,000 gal

6,000 gal

45,000 gal

**VA Tech College of Veterinary Medicine**

(CMMID)  
Attention: Carolyn Tanner  
1410 Prices Fork Rd  
Blacksburg, VA 24061

1-275 gallon tank 275 gallons

**VA Tech Transportation Institute**

3500 Transportation Research Plaza  
Blacksburg, Va. 24061

1-145 gallon diesel tank

145 gallons

**VA Tech Animal & Poultry**

3470 Litton Reaves Hall  
Blacksburg, VA 24061

3000 gallons 87% Octane

1-275 gallon tank (HO)

5000 gallons clear

2000 dyed

**VA Tech AISB Facilities**

1700 Pratt Drive  
C/O Lylah Shelor  
Blacksburg, VA 24061

1-275 gallon tank

5000 gallons 87%

1-500 gallon reg gas tank

1-500 gallon tank

500 gallons clear

2500 dyed

**VA Tech Reynolds Homestead**

463 Homestead Lane  
Critz, VA 24082

Quantities Unavailable

**VA Tech Inn**

Accounts Payable  
201 Southgate Center  
Mail Code 0312  
Blacksburg, VA 24061

1-800 gallon tank

300 gallons

**Fralin Biotechnology**

Attention: Ann Rogers  
W Campus Drive  
Blacksburg, VA 24061

Quantities Unavailable

60 gallons

---

**Numerous tanks for back-up  
generators throughout campus**

VT Southern Piedmont  
23275 Darvills Road  
Blackstone, VA 23824

Quantities Unavailable

5500 gallons 87% Octane

3000 gallons

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**ATTACHMENT E**

**POWER PLANT LOW SULFUR DIESEL FUEL CERTIFICATION**

Virginia Tech shall obtain a certification from the fuel supplier with each shipment of low sulfur distillate oil. Each certification shall include the following:

- A. The name of the fuel supplier;
- B. The date on which the distillate oil was received;
- C. The volume of distillate oil delivered in the shipment;
- D. A statement that the distillate oil complies with the American Society for Testing and materials specifications [D396-78] for numbers 1 or 2 fuel oil, and;
- E. The sulfur content of the distillate oil.

**ATTACHMENT F****PRICE SCHEDULE (To be completed by the Offeror)**

The price charged by the contractor to Virginia Tech shall be the source's posted base price (Reseller Tank Car Price) as of delivery date plus Differential Rate (i.e. contractor's profit inclusive of all freight, delivery, pumping fees, and any other miscellaneous charges.) The posted base price is the price paid by the Contractor from the source indicated below and is subject to frequent fluctuations. The base price plus the Differential Rate equals the net price or price to be shown on the invoice. The Differential Rate shall remain firm for the duration of the contract; however, the posted base price may change from delivery to delivery.

Source/Supplier Name \_\_\_\_\_

Item	Description	Usage		Differential Rate		Total
1.	Unleaded Gasoline 87% Octane	35,000 gal	x	_____/gal	=	\$ _____
2.	Unleaded Gasoline 93% Octane	35,000 gal	x	_____/gal	=	\$ _____
3.	Diesel Low Sulfur #2 Dyed	35,000 gal	x	_____/gal	=	\$ _____
4.	Diesel Clear Ultra Low Sulfur	35,000 gal	x	_____/gal	=	\$ _____
5.	100% Gasoline			_____/gal		
6.	Bulk Unleaded Gasoline			_____/gal		(Fleet Services and Power Plant)
7.	Bulk Ultra Low Sulfur Diesel Fuel			_____/gal		(Fleet Services and Power Plant)
8.	Emergency Delivery Fees if applicable			_____		\$ _____
9.	Notice required for Emergency Delivery			_____		(Hours)

Will your company participate in a payment card program?      Yes                      No



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

**DATE:** June 27, 2023  
**TO:** All Offerors  
**FROM:** John Spence, Contracting Officer  
**TOTAL PAGE(S):** Two (2)  
**SOLICITATION TITLE:** Gasoline and Diesel Fuel  
**SOLICITATION NUMBER:** 154542302

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**I. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The Proposal Due Date is now July 7, 2023 at 3:00PM

**II. REQUESTS FOR INFORMATION**

**1. When will this be officially awarded and how will vendors be notified?**

Virginia Tech Response: Award is anticipated prior expiration of the current contracts on August 31<sup>st</sup>, 2023. Award notices are posted on eVA.

**2. When will bid tabulations be available after bid opening?**

Virginia Tech Response: This is a Request for Proposals, not an Invitation for Bids.

**3. Is there a conference call or zoom meeting opportunity to listen to bid opening?**

Virginia Tech Response: This is a Request for Proposals, not an Invitation for Bids.

**4. What is the official start date of this contract?**

Virginia Tech Response: The goal is September 1<sup>st</sup>, 2023.

**5. Is it required to accept payment via P card?**

Virginia Tech Response: No, typically Purchase Orders are issued for contract fuel purchases.

**6. Are common carriers considered subcontractors?**

Virginia Tech Response: Yes. That said, it is understood that some proposers may utilize common carriers for delivery. Please submit your proposal, if deliveries will be made by parties other than the awarded Contractor the University will work to establish a listing of approved carriers.

**7. Please clarify estimated usage of this contract if possible. Ex: In the tank information/usage there is a location that states the estimated usage is 250,000 but the pricing sheet has 35,000 as the estimated usage per fuel type.**



Virginia Tech Response: The estimated 250,000 gallon location is Fleet Services, pricing for Fleet Services and the VT Power Plant are broken out under Bulk Delivery line items 6 and 7 on the pricing sheet. Please submit your proposal based on the provided Pricing Sheet.

**8. Do locations have underground or aboveground tanks and are truck pumps required?**

Virginia Tech Response: Varies by location, please describe your pumping capabilities and any fees/charges for pumping service in your proposal.

**9. Please clarify pricing structure to be used. Is it OPIS daily average, low, or high?**

Virginia Tech Response: Please submit your proposed pricing structure.

**10. Should taxes be included in the differential price or will these be separated later on invoices?**

Virginia Tech Response: Virginia Tech is a tax exempt organization.

**11. Who was this bid previously awarded to?**

Virginia Tech Response: The current fuel contracts are held by Foster Fuels and James River Solutions.

**12. Can previous bid tabulations be provided?**

Virginia Tech Response: The previous solicitation was a Request for Proposals, there are no bid tabulations.

**13. Can invoice and/or BOL examples please be provided from the previous contract/awardee?**

Virginia Tech Response: These examples are not readily available, the University will work with selected proposer(s) to ensure documents meet requirements.

**14. Are any additives required?**

Virginia Tech Response: Virginia Tech has not specified required additives, if proposal includes fuel additives supplier shall specify brand name and properties and mix must occur at the terminal prior to delivery.

**15. Is it a requirement to bid on every fuel type?**

Virginia Tech Response: Not a requirement, please indicate which fuel types you provide in your proposal.

**Proposal  
For**

**Virginia Tech**

**Request for Proposal # 154542302  
For  
Gasoline and Diesel Fuel**

Virginia Tech  
ATTN: John Spence, CPPB  
300 Turner St. NW, Suite 2100  
Blacksburg, VA 24061  
Phone: 540-231-8543 | Facsimile: 540-231-9628  
Offer Due Date: Friday, July 7, 2023, 3:00PM



Prepared by:

**Foster Fuels, Inc.**

16720 Brookneal Highway/P.O. Box 190  
Brookneal, Virginia 24528  
800-344-6457 or 434-376-2322  
Facsimile Number: 434-376-5969

Duns Number: [REDACTED]

SWaM Certification:

[www.fosterfuels.com](http://www.fosterfuels.com) | [www.emergencyfuelservice.com](http://www.emergencyfuelservice.com)

Confidentiality Disclosure

This proposal includes data that shall not be disclosed outside of Virginia Tech and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this submittal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, Virginia Tech shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Virginia Tech's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets.

This restriction void and of no effect where not permitted by the terms of the RFP.

Watt Foster, Jr., President & CEO, Foster Fuels, Inc.  
[watt.foster@fosterfuels.com](mailto:watt.foster@fosterfuels.com)

Darrell St John, Sr. Vice President & CIO, Foster Fuels, Inc.  
[darrel.stjohn@fosterfuels.com](mailto:darrel.stjohn@fosterfuels.com)

Will Rohrig, Sr. Vice President - Mission Critical Services, Foster Fuels Inc.  
[will.rohrig@fosterfuels.com](mailto:will.rohrig@fosterfuels.com)

*Foster Fuels agrees with all terms and provisions and agrees to furnish any or all items upon which prices are offered at the price set opposite each item. Foster Fuels is capable and prepared to handle all requirements for zones listed in Attachment H.*



PROPANE • GASOLINE • HEATING OIL • DIESEL FUEL • KEROSENE • BIODIESEL • ETHANOL

July 7, 2023

Re: Virginia Tech Request for Proposal # 154542302 for Gasoline and Diesel

Virginia Tech Sourcing Team:

Thank you for the opportunity to participate in this RFP. Foster Fuels has endeavored to provide you with the best information on which to make your decision on the following pages. We welcome the opportunity to answer any questions or present our proposal in person and would be happy to do so at your convenience.

Foster Fuels has been a wholesale distributor with an absolute commitment to customer service since 1921. We pride ourselves on being a “Yes” company with unmatched know how and resources. For more than a decade Foster Fuels has been the preeminent emergency fuel provider in the United States. We are a trusted strategic partner to the top Data Center, Government, Health Care, and Retail fuel users in the country and we would be honored to have the opportunity to exceed Virginia Tech’s expectations.

In addition to past routine and emergency fuel support to Virginia Tech, Foster Fuels is also proud to say we hire Hokies quite often. Many of our employees are proud Virginia Tech alumni and we look forward to the opportunity to meet Virginia Tech’s fuel needs.

If you have any questions at all please feel free to contact me directly.

Respectfully,

**Darrell St John**

Sr. Vice President & CIO

## PROPOSAL PREPARATION AND SUBMISSION:

### A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a brief overview of the company, including history, experience, size and capabilities in supplying Gasoline and Diesel Fuel to similar clients. Include any applicable certifications or accreditations.

Foster Fuels has been in business for over 100 years. Foster Fuels is a full service distributor and supplier of gasoline, diesel, kerosene, propane and many other fuel products and services.

2. Provide detailed information of fuel supply, delivery, storage, quality assurance, and customer service processes, including any unique or value-added services offered. Describe approach to meeting Virginia Tech's fuel requirements and any strategies for optimizing fuel supply, delivery and storage operations.

Foster Fuels has a proven history of performance in support of Virginia Tech's routine/emergency needs and is very capable of meeting these requirements. Foster Fuels operates a dedicated emergency response division established to serve customers nationwide. This division includes dedicated assets that are not part of day-to-day fueling operations which makes them immediately available for emergency response. Foster Fuels has done extensive work during major regional disasters in varied extreme conditions including hurricanes, floods, earthquakes, tornados, ice storms, and blizzards. The emergency division serves State, Federal and private industry mission critical organizations throughout the United States. Throughout this extensive response history, Foster Fuels has maintained a spotless performance and safety record.

3. Provide Rack Rate with a Differential Rate for all items on Attachment F, Price Schedule. Include all pricing. Base pricing will be posted OPIS Rack Rate on the date of delivery. Outline any additional taxes that are charged outside of Differential Rate, if any.

OPIS – Roanoke Contract Avg – base price 7/7/2023

ULSD – \$2.5019

Dyed ULSD (#2 Heating Oil) - \$2.4993

E10 87 Gasoline - \$2.3700

87 Gasoline (Non-ethanol) - \$3.1034

Fees - \$0.0120

4. Provide delivery schedule and requirements. State the standard delivery time for non-emergency deliveries.

Foster Fuels is prepared to deliver to all locations and zones listed in Attachment F. Foster Fuels requests 3 business days' notice for non-emergency deliveries. In practice, most deliveries are completed same or next day.

5. Define what is considered an Emergency Delivery.

Emergency Fuel Service is defined as:

Fuel delivery is needed in fewer than twenty four (24) hours of receipt of an order

Delivery is required during a Local, State, or Federally declared emergency or disaster  
Delivery is required on a weekend or holiday  
Delivery is required outside of the hours of 8AM – 5PM local time of the service site  
Customer declares an emergency need regardless of cause or circumstance.

6. Outline process and contact information for emergency deliveries including, but not limited to, any fees related to emergency deliveries, best delivery schedule possible, state your ability to supply Number 2 Fuel Oil to the Virginia Tech Power Plant as defined in Section VI.C.e.

Foster Fuels is prepared to deliver to the VA Tech Power Plant up to 65,000 gallons per 24 hour period of Number 2 Fuel Oil with minimum notice of 16 hours before fuel delivery vehicles are expected to be on site.

Foster Fuels has a proven history of performance in support of Virginia Tech's emergency needs and is very capable of meeting these requirements. Foster Fuels operates a dedicated emergency response division established to serve customers nationwide. This division includes dedicated assets that are not part of day-to-day fueling operations which makes them immediately available for emergency response. Foster Fuels has done extensive work during major regional disasters in varied extreme conditions including hurricanes, floods, earthquakes, tornados, ice storms, and blizzards. The emergency division serves State, Federal and private industry mission critical organizations throughout the United States. Throughout this extensive response history, Foster Fuels has maintained a spotless performance and safety record.

7. Provide a sample performance guarantee and invoice.

Foster Fuels held this contract from 8/23/2010 to 8/31/2015 and experienced no problems serving the account. To our knowledge there were no delivery issues during this time. Foster Fuels prides itself on being a "Yes" company. Customer Service has been our top priority for 96 years and we look forward to providing exceptional service to Virginia Tech. As such we have not found it necessary to put in place a formal performance guarantee. If Virginia Tech has a specific format or conditions for a performance guarantee we are willing to work together to meet that requirement.

A sample invoice is attached as "Sample Invoice" to this RFP response.

Only fuel actually delivered will be invoiced. Tank wagon delivery vehicles typically have excess fuel available on the truck when a delivery is made so adjustments to the total quantity can be made by an appropriate Virginia Tech representative at time of delivery. Only actual gallons will be invoiced.

In the event that a credit memo is appropriate Foster Fuels will either apply the credit against a future delivery or cut a check for the appropriate refund. The choice between these two options is Virginia Tech's.

8. Outline the process for fuel orders that do not match tank capacities. (Ex. Location orders 500 gallons of fuel, but upon arrival the tank only has space for 400 gallons).

Foster Fuels will fill customers tank to 90% (full) if pump load is applicable and then make our best effort to find an alternative location for delivery.

9. Outline notification process for any order issues including, but not limited to, inability to fulfill an order.

Foster Fuels strives to provide fuel services in the worst of conditions. Foster Fuels will work with customers purchasing agent to remedy any and all delivery issues. Foster Fuels shall not be responsible for delay or damage caused by circumstances beyond its reasonable control, including without limit, acts of God, fire, floods, labor disputes, embargoes, wars, hostilities, terrorism and changes in law.

10. Identify the representative(s) that will service the Virginia Tech account.

Darrell St John – [Darrell.stjohn@fosterfuels.com](mailto:Darrell.stjohn@fosterfuels.com) – 800-344-6457

Justin Bomar – [justin.bomar@fosterfuels.com](mailto:justin.bomar@fosterfuels.com) – 800-344-6457  
Dispatch – [dispatch@fosterfuels.com](mailto:dispatch@fosterfuels.com)

11. Provide a description of any reporting options available.

Any reporting request can be submitted to [dispatch@fosterfuels.com](mailto:dispatch@fosterfuels.com) and Foster Fuels will Attempt to provide all data reporting requirements.

12. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

We working with SBSD to re-certify at this time.

13. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

The completed and signed General Information Form as well as addendum #1 to RFP # 154542302 is included



Request for Proposal # 154542302

For

Gasoline and Diesel Fuel

June 2, 2023

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

RFP # 154542302, Gasoline and Diesel Fuel

**INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED**

**DUE DATE:** Proposals will be received until June 30, 2023 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**INQUIRIES:** All inquiries for information regarding this solicitation should be directed to John Spence, CPPB, Phone: (540) 231-3333 e-mail: [jspenc@vt.edu](mailto:jspenc@vt.edu). All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 4:00 PM on June 21, 2023. Inquiries must be submitted to the procurement officer identified in this solicitation.

**PROPOSAL SUBMISSION:**

**\*Please note, proposal submission procedures have changed effective March 2023.**

**Proposals may NOT be hand delivered to the Procurement Office.**

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

**Proposals must be submitted electronically at:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to register through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or [procurement@vt.edu](mailto:procurement@vt.edu).

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

**Attachments must be smaller than 50MB in order to be received by the University.**

*In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.*

AUTHORIZED SIGNATURE:  Date: 7/7/2023

**[INCLUDE THIS PAGE]**



I. PURPOSE:

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech has several locations across the main campus that utilize gasoline and diesel fuel. These locations are listed in Attachment D, Estimated Fuel Usage and Tank Sizes

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. CONTRACT PERIOD:

The term of this contract is for one (1) year(s), or as negotiated. There will be an option for four (4) one year renewals, or as negotiated.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

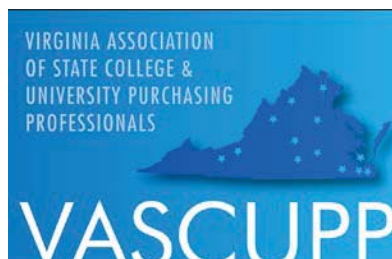
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

## VI. STATEMENT OF NEEDS/SCOPE OF WORK:

### A. General:

The contractor shall furnish and deliver gasoline and diesel fuel, as described below, when ordered by Virginia Tech. Delivery locations are listed in Attachment D. Diesel fuel deliveries to the power plant require certification as specified in Attachment E with each shipment.

### B. Gasoline:

- a. Types: 87% octane unleaded gasoline and 93% octane unleaded gasoline
- b. Estimated usage and tank sizes referenced in Attachment D.
- c. Applicable laws: All gasoline shall be in complete conformance with ASTM D 4814 as described in Attachment B: Specifications, Gasoline.
- d. Rate of Delivery: Contractor shall supply on an "As Needed" basis.
- e. Quantities set forth in this solicitation are estimates, and the Contractor shall supply actual quantities as ordered at the proposed prices. Contractor shall only bill for amount ordered unless additional quantities are approved in advance.

### C. Diesel Fuel

- a. Type: Ultra Low Sulfur No. 2-D
- b. Estimated usage and tank sizes referenced in Attachment D.
- c. Applicable Laws: All diesel fuel shall be in complete conformance with ASTM D 975 as described in Attachment C: Specifications, Diesel Fuel.
- d. Rate of Delivery: Contractor shall supply on an "As Needed" basis with the exception of the Virginia Tech Power Plant.
- e. Rate of Delivery for Virginia Tech Power Plant: The Power Plant will require a firm commitment for the ability to deliver up to 65,000 gallons of fuel oil to storage tanks for each 24 hour period within 16-24 hour's advance notice in emergency situations.
- f. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply actual quantities as ordered at the proposed prices. Contractor shall only bill for amount ordered unless additional quantities are approved in advance.

- g. The approved Diesel Fuel for the emergency generator diesel engine is distillate oil having maximum sulfur content not exceeding 0.5 percent by weight. The Vendor shall be required to provide documentation that each shipment meets this specification.
- h. Diesel fuel should contain at minimum, two percent, by volume, biodiesel fuel or green fuel as defined in § 45.1 – 394 of the Code of Virginia, if readily available.

D. Quality Control and Certification of Products Delivered:

The Contractor shall submit signed certification with each delivery that contains at a minimum the following information:

- a. Company Information
- b. Driver Information
- c. Vehicle Information
- d. Fuel Type and Quantity
- e. Delivery Date and Time
- f. Delivery Location
- g. Certification Number
- h. Certification Issuer

The Contractor shall also submit certification as to source and base price with each invoice submitted to Virginia Tech. The Contractor shall be responsible for any necessary fuel testing, monitoring and maintenance to ensure fuel's quality and compliance with industry standards.

E. Billing and Invoicing:

Contractor shall provide accurate and detailed billing and invoicing for all fuel deliveries including itemized charges for quantity, price, taxes, surcharges, and any other applicable fees.

F. Customer Service and Support:

Contractor shall provide responsive and reliable customer service and support, including a designated point of contact to address any fuel related issues, concerns, or emergencies.

G. Reporting:

Contractor shall provide regular reports to Virginia Tech on fuel usage, delivery information and any other relevant information. Reports shall be submitted on a regular basis as mutually agreed upon.

H. Spill Procedures:

Contractor shall be responsible for all reporting and management requirements as mandated by applicable laws, regulations and industry standard. This includes, but is not limited to, promptly reporting the incident to the appropriate authorities, initiating necessary containment and cleanup measures, and ensuring compliance with all spill response protocols. In addition to all other requirements, the Contractor shall conform Virginia Tech Emergency Management spill procedures available at <https://emergency.vt.edu/ready/guides/chemical.html>

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Provide a brief overview of the company, including history, experience, size and capabilities in supplying Gasoline and Diesel Fuel to similar clients. Include any applicable certifications or accreditations.
2. Provide detailed information of fuel supply, delivery, storage, quality assurance, and customer service processes, including any unique or value-added services offered. Describe approach to meeting Virginia Tech's fuel requirements and any strategies for optimizing fuel supply, delivery and storage operations.
3. Provide Rack Rate with a Differential Rate for all items on Attachment F, Price Schedule. Include all pricing. Base pricing will be posted OPIS Rack Rate on the date of delivery. Outline any additional taxes that are charged outside of Differential Rate, if any.
4. Provide delivery schedule and requirements. State the standard delivery time for non-emergency deliveries.
5. Define what is considered an Emergency Delivery.
6. Outline process and contact information for emergency deliveries including, but not limited to, any fees related to emergency deliveries, best delivery schedule possible, state your ability to supply Number 2 Fuel Oil to the Virginia Tech Power Plant as defined in Section VI.C.e.
7. Provide a sample performance guarantee and invoice.
8. Outline the process for fuel orders that do not match tank capacities. (Ex. Location orders 500 gallons of fuel, but upon arrival the tank only has space for 400 gallons).
9. Outline notification process for any order issues including, but not limited to, inability to fulfill an order.
10. Identify the representative(s) that will service the Virginia Tech account.
11. Provide a description of any reporting options available.
12. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:  
  
If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
13. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

#### D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

- a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

- b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposals shall be made by the Offeror.

## 2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words,

figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

## VIII. SELECTION CRITERIA AND AWARD:

### A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	15
3. Specific plans or methodology to be used to provide the Services	25
4. Cost (or Price)	25
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	Total 100

### B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

## IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to [vtinvoices@vt.edu](mailto:vtinvoices@vt.edu) or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)  
Accounts Payable  
North End Center, Suite 3300  
300 Turner Street NW  
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes

in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

C. John Spence, CPPB and Senior Buyer, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B – Specifications, Gasoline
- Attachment C – Specifications, Diesel Fuel
- Attachment D – Estimated Fuel Usage and Tank Size
- Attachment E – Power Plant Low Sulfur Diesel Fuel Certification
- Attachment F – Price Schedule



## ATTACHMENT A

### TERMS AND CONDITIONS

#### RFP GENERAL TERMS AND CONDITIONS

See: [https://www.procurement.vt.edu/content/dam/procurement\\_vt\\_edu/docs/terms/GTC\\_RFP\\_02182022.pdf](https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf)

#### ADDITIONAL TERMS AND CONDITIONS

1. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
8. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
9. **CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: [http://www.ita.vt.edu/purchasing/VT\\_Cloud\\_Data\\_Protection\\_Addendum\\_final03102017.pdf](http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf)

- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 11. AWARD:** The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of Virginia Tech. The award or awards will be made to the lowest responsible Bidder/Offeror(s) as applicable. Virginia Tech reserves the right to determine reasonable administrative costs in making an award to one, two, or multiple vendors for a particular item, or group of items, on which that vendor is the low bidder/offeror.
- 12. CONTRACT PERIOD:** The contract shall be for a period of **one (1) year**.
- 13. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

**14. INSURANCE:**

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

- 15. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by the # 3.1-250 of the Code of Virginia (1950), as amended, or # 1261 of Title 15 of the United States Code, then the offeror/bidder, by submitting its Proposal/Bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror/bidder does not violate any of the prohibitions of # 3.1-252 of the Code of Virginia or Title 15 U.S.C. # 1263.

**16. PRICE ESCALATION/DEESCALATION:** Price adjustments for changes in the contractor’s differential rate. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor’s request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

“Across the Board” price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

**17. QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at Proposal/Bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**18. REFERENCES:** Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION CONTACT PERSON	ADDRESS	TELEPHONE
1. Hampden-Sydney College		
2. Sweet Briar College		
3. Virginia DGC/DPS		

**19. RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**20. SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and

Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>

- 21. SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
- 22. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 23. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

**ATTACHMENT B****SPECIFICATIONS, GASOLINE**

**General:** This specification describes an automotive fuel suitable for use in ground vehicles equipped with spark-ignition engines.

The fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 4814 for automotive spark-ignition engine fuel. Conformance of the fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 4814.

**Properties:** Fuel shall conform to the following chemical and physical detailed requirements:

<b>Property</b>	<b>ASTM Test Method(s)</b>	<b>Value</b>
Antiknock Index, min, (RON+MON)/2	D 2885	87
Lead Content, max, g/L (g/gal)	D 3116, D 3237, or D 5059	0.013 (0.05)
Phosphorus g/L (g/gal)	D 3231	0.0013 (0.005)
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 1
Solvent-washed gum content, max, mg/100mL	D 381	5
Sulfur, max, mass %	D 1266, D 2622, or D 3120	0.10
Oxidation Stability, min, minutes	D 525	240
Phase Separation, max, °C (°F)	D 4814 Annex A1	-8 (18)

**Volatility:** The volatility of the fuel shall be in accordance with the following table:

<i>Month</i>	<i>Distillation Class</i>	<i>Protection Class</i>	<b>Vapor Pressure/</b>	<b>Vapor Lock</b>
Jan		E		5
Feb		E or D		4 or 5
Mar		D		4
Apr		A, B, C, or D		3 or 4
May		A		3
Jun		A		3
Jul		A		3
Aug		A		3
Sep 1-15		A		3
Sep 16-30		A, B, or C		3
Oct		C or D		3 or 4
Nov		D or E		4 or 5
Dec		E		5

**ATTACHMENT B (Con't)**

**Reformulated Gasoline:** In the following areas, the fuel delivered must meet the requirements of federal reformulated gasoline as required by the EPA. In case of contradiction with previous portions of this specification, the EPA requirements shall take precedence.

The areas affected are as follows:

**Northern Virginia:**

Arlington County	Alexandria
Fairfax County	Fairfax
Loudon County	Falls Church
Prince William County	Manassas
Stafford County	Manassas Park

**Richmond:**

Chesterfield County	Colonial Heights
Hanover County	Hopewell
Henrico County	Richmond
Charles City County	

**Hampton Roads:**

James City County	Poquoson
York County	Portsmouth
Chesapeake	Suffolk
Hampton	Virginia Beach
Newport News	Williamsburg
Norfolk	

**Conformance:** To confirm conformance with the ASTM performance requirements, each bid must be accompanied by either published literature or certification from an independent laboratory proving that the fuel has passed the ASTM test requirements described above. The certification shall indicate that the furnished fuel has passed the criteria listed in the ASTM D 4814 specification, list the resultant values of each required test and compare those values with the required ASTM performance criteria.

## ATTACHMENT C

## SPECIFICATIONS, DIESEL FUEL

**General:** This specification describes a high quality diesel fuel oil suitable for use in automotive diesel engines used in trucks and heavy construction equipment. The diesel fuel furnished under this specification shall be Grade Ultra Low Sulfur No. 2-D and shall meet all requirements for diesel engines.

The diesel fuel furnished under this specification shall meet the performance requirements described in the current edition of ASTM designation D 975 for diesel fuel, Grade Ultra Low Sulfur No. 2-D. Conformance of the diesel fuel with the performance requirements shall be determined in accordance with the test methods identified in ASTM D 975.

**Additives:** Supplier must specify brand name and properties of any additives blended with the diesel fuel. The supplier must mix additives at the terminal prior to delivery.

**Properties:** Diesel fuel oil shall conform to the following chemical and physical detailed requirements:

<b>Property</b>	<b>ASTM Test Method</b>	<b>Value</b>
Flash Point, °C (°F), min	D 93	52 (125)
Water and Sediment, % vol, max.	D 1796	0.05
Distillation temperature, °C (°F) 90% vol Recovered	D 86	
min.		282 (540)
max.		338 (640)
Kinematic viscosity, mm/s at 40°C (140°F)	D 445	
min.		1.9
max.		4.1
Ash, % mass, max.	D 482	0.01
Sulfur, % mass, max.	D 2622	0.05

<b>Property</b>	<b>ASTM Test Method</b>	<b>Value</b>
Copper strip corrosion rating, max. 3h at 50°C (122°F)	D 130	No. 3
Cetane number, min.	D 613	40
One of the following properties must be met:		
(1) Cetane index, min.	D 976	40
(2) Aromaticity, % vol, max	D 1319	35
Cloud point, °C(°F), max.	D 2500	
September - March		-9 (15)
April - August		-7 (20)
Ramsbottom carbon residue on 10% distillation residue, % mass, max.	D 524	0.35

**Conformance:** The low bidder will be required to submit a sample of their fuel for testing according to the above listed tests. Award will depend on the sample passing the required tests.

## Attachment D

## Estimated Fuel Usage and Tank Size

<u>Location</u>	<u>Gasoline Tank Size</u>	<u>Estimated Annual Gasoline Usage</u>	<u>Diesel Fuel Tank Size</u>	<u>Estimated Annual Diesel Fuel Usage</u>
<b>Crop and Soil</b> 330 Smyth Hall (0404) Blacksburg, VA 24061	one(1) 1000 gallon tank	6,000 gallons 87% Octane	diesel 1-275 gallon tank	500 gallons
<b>Golf Course</b> Duck Pond Drive (0226) Blacksburg, VA 24061	two(2) 275 gallon tanks	2500 gallons 87% Octane	diesel 1-550 gallon tank 1-275 gallon tank (HO)	2000 gallons
<b>Glade Road Research Center</b> Glade Road (0330) Blacksburg, VA 24061	one(1) 1000 gallon tank	800 gallons 87% Octane	diesel 1-275 gallon tank 500 gallons (HO)	275 gallons
<b>Beef Center and Animal Science Farm</b> Plantation Road(0306) Blacksburg, VA 24061	two(2) 550 gallon tanks	5000 gallons 87% Octane	diesel 1-550 gallon tank 1-500 gallon tank (HO)	3000 gallons
<b>Kentland Farm &amp; Dairy Operations</b> 5250 Whitethome Road (0402) Blacksburg, VA 24060	Adams House one(1) 1500 gallon tank	4000 gallons 87% Octane	Adams House - one(1) 1500 gallon tank Orchard Building - one(1) 1500 gallon tank Big Barn - one(1) 550 gallon tank	6000 gallons
<b>Moore Farm</b> 1020 Old Mill Road (0402) Blacksburg, VA 24060	one(1) 1500 gallon tank	5000 gallons 87% Octane	diesel 1-1500 gallon tank	9500 gallons
<b>Stone Quarry</b> Sterrett Facilities Complex (0529) Blacksburg, VA 24061	no gasoline tanks	N/A	1-1000 gallon diesel tank, 1-750gal tank 1-500 gallon tank	10,000 gallons
<b>Power Plant</b> 350 Old Turner Street (0242) Blacksburg, VA 24061	no gasoline tanks	N/A	1-6000 gallon off rd tank 2-17,000 gallon above ground storage tanks	25,000 gallons
<b>Virginia Tech Electric Service</b> 1700 Pratt Drive (0214) Blacksburg, VA 24061	no gasoline tanks	N/A	1-500 gallon diesel tank	1000 gallons
<b>Hunter Andrews Building</b> 1700 Pratt Drive (0214)	no gasoline tanks	N/A	1-500 gallon diesel tank 1-1000 gallon tank	1000 gallons



Blacksburg, VA 24061

1-3500 gallon tank

**VT Fleet Services**

Attn: Deborah Freed  
 Fleet Services Building  
 Sterrett Drive  
 Blacksburg VA 24061

2,500,000 gal

Gasoline – 20,000 gal

6,000 gal 45,000 gal

**VA Tech College of Veterinary Medicine**

(CMMID)  
 Attention: Carolyn Tanner  
 1410 Prices Fork Rd  
 Blacksburg, VA 24061

1-275 gallon tank 275 gallons

**VA Tech Transportation Institute**

3500 Transportation Research Plaza  
 Blacksburg, Va. 24061

1-145 gallon diesel tank

145 gallons

**VA Tech Animal & Poultry**

3470 Litton Reaves Hall  
 Blacksburg, VA 24061

3000 gallons 87% Octane

1-275 gallon tank (HO)

5000 gallons clear

2000 dyed

**VA Tech AISB Facilities**

1700 Pratt Drive  
 C/O Lylah Shelor  
 Blacksburg, VA 24061

1-275 gallon tank

5000 gallons 87%

1-500 gallon reg gas tank

1-500 gallon tank

500 gallons clear

2500 dyed

**VA Tech Reynolds Homestead**

463 Homestead Lane  
 Critz, VA 24082

Quantities Unavailable

**VA Tech Inn**

Accounts Payable  
 201 Southgate Center  
 Mail Code 0312  
 Blacksburg, VA 24061

1-800 gallon tank

300 gallons

**Fralin Biotechnology**

Attention: Ann Rogers  
 W Campus Drive  
 Blacksburg, VA 24061

Quantities Unavailable

60 gallons

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**Numerous tanks for back-up  
generators throughout campus**

VT Southern Piedmont  
23275 Darvills Road  
Blackstone, VA 23824

Quantities Unavailable

5500 gallons 87% Octane

3000 gallons

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**ATTACHMENT E**

**POWER PLANT LOW SULFUR DIESEL FUEL CERTIFICATION**

Virginia Tech shall obtain a certification from the fuel supplier with each shipment of low sulfur distillate oil. Each certification shall include the following:

- A. The name of the fuel supplier;
- B. The date on which the distillate oil was received;
- C. The volume of distillate oil delivered in the shipment;
- D. A statement that the distillate oil complies with the American Society for Testing and materials specifications [D396-78] for numbers 1 or 2 fuel oil, and;
- E. The sulfur content of the distillate oil.

**ATTACHMENT F****PRICE SCHEDULE (To be completed by the Offeror)**

The price charged by the contractor to Virginia Tech shall be the source's posted base price (Reseller Tank Car Price) as of delivery date plus Differential Rate (i.e. contractor's profit inclusive of all freight, delivery, pumping fees, and any other miscellaneous charges.) The posted base price is the price paid by the Contractor from the source indicated below and is subject to frequent fluctuations. The base price plus the Differential Rate equals the net price or price to be shown on the invoice. The Differential Rate shall remain firm for the duration of the contract; however, the posted base price may change from delivery to delivery.

Source/Supplier Name Diesel / Gasoline - Motiva Unbranded - Roanoke, VA

Item	Description	Usage		Differential Rate		Total
1.	Unleaded Gasoline 87% Octane	35,000 gal	x	<u>.205</u> /gal	=	\$ <u>7,175.00</u>
2.	Unleaded Gasoline 93% Octane	35,000 gal	x	<u>.205</u> /gal	=	\$ <u>7,175.00</u>
3.	Diesel Low Sulfur #2 Dyed	35,000 gal	x	<u>.205</u> /gal	=	\$ <u>7,175.00</u>
4.	Diesel Clear Ultra Low Sulfur	35,000 gal	x	<u>.205</u> /gal	=	\$ <u>7,175.00</u>
5.	100% Gasoline			<u>.205</u> /gal		
6.	Bulk Unleaded Gasoline			<u>.0525</u> /gal		(Fleet Services and Power Plant)
7.	Bulk Ultra Low Sulfur Diesel Fuel			<u>.025</u> /gal		(Fleet Services and Power Plant)
8.	Emergency Delivery Fees if applicable			<u>\$250/hr portal to portal*</u>		\$ <u>Variable</u>
9.	Notice required for Emergency Delivery			<u>16</u> (Hours)		

Will your company participate in a payment card program? Yes  No  \*\*

\* Emergency Delivery terms and stipulations are further defined in Foster Fuels' response to the "Specific Requirements" section of the RFP

\*\* Foster Fuel will participate in the payment card system if the service fees can be passed along. This pass-through is anticipated to be 2-3%.  
As FYI - by paying through eVA, Foster Fuels will incur a 1 fee that is not currently being imposed.



VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
PROCUREMENT DEPARTMENT

ADDENDUM NO. 1

**DATE:** June 27, 2023  
**TO:** All Offerors  
**FROM:** John Spence, Contracting Officer  
**TOTAL PAGE(S):** Two (2)  
**SOLICITATION TITLE:** Gasoline and Diesel Fuel  
**SOLICITATION NUMBER:** 154542302

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**I. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The Proposal Due Date is now July 7, 2023 at 3:00PM

**II. REQUESTS FOR INFORMATION**

**1. When will this be officially awarded and how will vendors be notified?**

Virginia Tech Response: Award is anticipated prior expiration of the current contracts on August 31<sup>st</sup>, 2023. Award notices are posted on eVA.

**2. When will bid tabulations be available after bid opening?**

Virginia Tech Response: This is a Request for Proposals, not an Invitation for Bids.

**3. Is there a conference call or zoom meeting opportunity to listen to bid opening?**

Virginia Tech Response: This is a Request for Proposals, not an Invitation for Bids.

**4. What is the official start date of this contract?**

Virginia Tech Response: The goal is September 1<sup>st</sup>, 2023.

**5. Is it required to accept payment via P card?**

Virginia Tech Response: No, typically Purchase Orders are issued for contract fuel purchases.

**6. Are common carriers considered subcontractors?**

Virginia Tech Response: Yes. That said, it is understood that some proposers may utilize common carriers for delivery. Please submit your proposal, if deliveries will be made by parties other than the awarded Contractor the University will work to establish a listing of approved carriers.

**7. Please clarify estimated usage of this contract if possible. Ex: In the tank information/usage there is a location that states the estimated usage is 250,000 but the pricing sheet has 35,000 as the estimated usage per fuel type.**

Virginia Tech Response: The estimated 250,000 gallon location is Fleet Services, pricing for Fleet Services and the VT Power Plant are broken out under Bulk Delivery line items 6 and 7 on the pricing sheet. Please submit your proposal based on the provided Pricing Sheet.

**8. Do locations have underground or aboveground tanks and are truck pumps required?**

Virginia Tech Response: Varies by location, please describe your pumping capabilities and any fees/charges for pumping service in your proposal.

**9. Please clarify pricing structure to be used. Is it OPIS daily average, low, or high?**

Virginia Tech Response: Please submit your proposed pricing structure.

**10. Should taxes be included in the differential price or will these be separated later on invoices?**

Virginia Tech Response: Virginia Tech is a tax exempt organization.

**11. Who was this bid previously awarded to?**

Virginia Tech Response: The current fuel contracts are held by Foster Fuels and James River Solutions.

**12. Can previous bid tabulations be provided?**

Virginia Tech Response: The previous solicitation was a Request for Proposals, there are no bid tabulations.

**13. Can invoice and/or BOL examples please be provided from the previous contract/awardee?**

Virginia Tech Response: These examples are not readily available, the University will work with selected proposer(s) to ensure documents meet requirements.

**14. Are any additives required?**

Virginia Tech Response: Virginia Tech has not specified required additives, if proposal includes fuel additives supplier shall specify brand name and properties and mix must occur at the terminal prior to delivery.

**15. Is it a requirement to bid on every fuel type?**

Virginia Tech Response: Not a requirement, please indicate which fuel types you provide in your proposal.



7/7/23

### Standard Negotiation Questions for Vendors

1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.
  - a. Our proposal does not contain information that could potentially be used to identify or harm Foster Fuels' employees or business.
2. Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.
  - a. Attachment F of RFP is attached with our Final pricing consideration.
3. Are the prices provided with your proposal as favorable (or more favorable) as pricing provided to other Higher Educational Institutions?
  - a. Foster Fuels always provides the best possible price to bids no matter the customer
4. Please confirm your proposal includes all fees. If not, please outline any such fees in your response.
  - a. Foster Fuels' proposal includes all fees
5. If awarded a contract, are you willing to hold your differential rate firm for the entirety of the agreement?
  - a. Foster Fuels will hold our differential rate firm for the entirety of the agreement
6. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?
  - a. Foster Fuels is a registered and willing participant in the eVA procurement portal.
7. Are the prices for all goods/services listed in your proposal inclusive of all applicable [eVA system transaction fees](#)?
  - a. Prices listed in the proposal are inclusive of all applicable eVA fees.
8. Do you agree that the initial contract period shall be one year?
  - a. Foster Fuels agrees that the initial contract term is one year.

9. Upon completion of the initial contract period, do you agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one year periods, under the terms of the current contract?
  - a. Foster Fuels agrees that after the initial contract period that four (4) one years options may be renewed by written agreement of both parties.
10. Prior to renewal do you agree to reevaluated pricing to be sure Virginia Tech is receiving the best possible pricing?
  - a. Foster Fuels agrees to review pricing prior to renewal to ensure Virginia Tech is receiving the best possible pricing.
11. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?
  - a. Foster Fuels will be performing these services as a Virginia based Corporation that is not employed by Virginia Tech or any other Commonwealth Entity.
12. Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?
  - a. Foster Fuels agree that Virginia Tech will not withhold any income taxes from its payments to contractor nor provide any employment benefits to the contractor or contractor's employees.
13. Please describe the process for addressing any service related issues.
  - a. Service-related issues should be made aware to Foster Fuels immediately so that corrective action can be taken to rectify any issues. All DOT and Safety guidelines will be followed at all times.
14. How soon after contract award can you begin providing services?
  - a. Foster Fuels can begin providing services immediately following contract award.
15. Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?
  - a. Foster Fuels acknowledges and agrees that the contract is not exclusive and that no guaranteed minimum amount of business is awarded with this contract.
16. Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 154542302 shall govern the contract if a contract is awarded to your company?



- a. Foster Fuels does acknowledge and agree that the terms and conditions of the RFP shall govern the contract should a contract be awarded to Foster Fuels.
17. Do you agree to become a certified SWaM vendor with the Virginia Department of Small Business and Supplier Diversity and maintain that certification throughout the term of this contract?
- a. Foster Fuels is current in the appeal process to obtain our SWaM certification.
18. How soon after delivery will the University receive the invoice, or otherwise be informed of the total cost of the delivery?
- a. Foster Fuels will provide an invoice to the University within 2 business days of delivery.

## ATTACHMENT F

### PRICE SCHEDULE (To be completed by the Offeror)

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2.	Unleaded Gasoline 93% Octane	35,000 gal	x	<u>.205</u> /gal	=	\$ _____
3.	Diesel Low Sulfur #2 Dyed	35,000 gal	x	<u>.205</u> /gal	=	\$ _____
4.	Diesel Clear Ultra Low Sulfur	35,000 gal	x	<u>.205</u> /gal	=	\$ _____
5.	100% Gasoline			<u>.205</u> /gal		
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9.	Notice required for Emergency Delivery			<u>16</u> (Hours)		

Will your company participate in a payment card program?      Yes       No      \*\*

\* Emergency Delivery terms and stipulations are further defined in Foster Fuels' response to the "Specific Requirements" section of the RFP

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