













**Procurement Department**  
 Fauquier County Government & Public Schools  
 320 Hospital Drive, Suite 23  
 Warrenton, VA 20186-3037  
[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor’s employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor’s employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § [19.2-392.02](#); any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

James River Solutions  
 \_\_\_\_\_  
**Company Name**

10487 Lakeridge Parkway, Ashland VA 23005  
 \_\_\_\_\_  
**Company Address**

Tracy Little  
 \_\_\_\_\_  
**Print Name of Authorized Representative**

\_\_\_\_\_  
**Authorized Representative Signature**

Hanover County Virginia RFP # 20-07-2835TP for Client Monthly  
 Fuel Card System  
 \_\_\_\_\_

**Contract # and Title**

804-256-1133  
 \_\_\_\_\_  
**Company Phone Number**

Managing Partner  
 \_\_\_\_\_  
**Authorized Representative Title**

10/21/25  
 \_\_\_\_\_  
**Date**

**RETURN THIS PAGE**





















































**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior

Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

Finance and Management Services Department

Purchasing Division

(Chenault-Weems Building, 2<sup>nd</sup> floor)

7507 Library Drive

P O Box 470

Hanover, VA 23069-0470

PH: (804) 365-6283

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**1. GENERAL INFORMATION**

- 1.1 **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive negotiations for a client fuel card administration system/program, including providing the associated monthly client fuel cards for Hanover County Department of Social Services.
- 1.2 **COMMENCEMENT OF WORK:** Prior to startup of contract, the Contractor shall meet with the appropriate County staff to discuss responsibilities and other associated parameters and requirements under the contract.
- 1.3 **COMMUNICATIONS:** The Contractor shall designate and identify a point-of-contact (POC) for all daily communications and assist Hanover Department of Social Services with administration of the system/program, fuel cards, and other responsibilities under the contract (i.e. invoicing, billing, reporting, issuance of fuel cards, etc.). The POC information should include a phone number(s), cell number, email address, etc.
- 1.4 **BACKGROUND:** Hanover County Department of Social Services (HDSS) – HDSS offers benefit and service programs with specific eligibility requirements or universal access for families (adults, children/youth, child support FAQs, foster care prevention, SNAP/food stamps, Medicaid, heating/cooling assistance, TANF/financial aid, child/adult abuse, neglect, or exploitation, etc.). HDSS divisions include;
  - A. The Benefit Programs Division administers programs that provide income support benefits to families and individuals transitioning from dependency on public assistance programs to self-sufficiency.
  - B. The Self-sufficiency Unit determines eligibility for childcare and/or employment services through Virginia Initiative for Employment not Welfare (VIEW) participation.
  - C. The Protection Unit handles child and adult protective services and adult services.
  - D. The Permanency Unit is responsible for foster care, foster care prevention, and adoption services.
  - E. The Children's Services Act Program, a collaborative system of services and funding that is child-centered, family-focused and community-based to meet the needs of children, youth, and families
- 1.5 **PRIMARY OBJECTIVES:** HDSS is seeking a cost effective and efficient fuel card administration system/program and associated monthly fuel cards for eligible welfare client recipients participating in special programs through the Virginia Department of Social Services. Fuel cards will be used by eligible clients to travel to and from work and/or job searches. **Fuel only** shall be purchased with the fuel cards and be accepted at a wide variety of fueling locations throughout the geographical area of Hanover County, Virginia, and abroad when deemed necessary by HDSS.

**2. STATEMENT OF NEEDS**

Services under the contract shall be inclusive of all costs for a “turnkey” fuel card system/program (System), including associated monthly fuel cards. Card management, including reporting and transaction responsibilities, shall be through the Contractor’s website. HDSS will assume responsibility for administration of the system and distribution of monthly cards to the participating HDSS clients.

- 2.1 **SCOPE OF SERVICES:** The Contractor shall have the ability to perform and provide:
  - A. **System Administration:**
    - 1. Furnish programmed cards as needed to initiate service.
    - 2. Provide a toll-free number for use in reporting lost, stolen and damaged cards.
    - 3. Reissue cards to the County within 48 hours of notification by the designated County representative.
    - 3. Offer 24/7/365 customer support.

- B. **Monthly Fuel Cards:** The initial quantity of cards will be approximately 100; however, the County makes no guarantee of the total number of cards required under the contract. The number of cards may increase or decrease depending on client participation.
1. Fuel cards should be a credit/debit type card requiring the use of a Personal Identification Number (PIN). Clients should have the ability to make payment at the pump or at the register.
  2. **Restrictions:** Cards should be restricted to the purchase of transportation fuel purchases only and prohibit cash advances, the purchase of propane, tobacco, food etc. The program should allow for adjustment to monthly spending limits or gallon allowances.
  3. **Activation-Deactivation:** The Contractor shall provide a secure system for activation, deactivation, and information updates. Card activation procedures should be user-friendly to offer a simple process for the client.
    - a. **Delivery:** Following award of contract, the initial delivery of cards shall be within thirty calendar days after requests are made by the County. Subsequent requests for cards should be processed within ten calendar days.
    - b. **Card Delivery Address:**  
Hanover County Department of Social Services  
ATTN: HDSS Client Card Administrator  
12304 Washington Highway  
Ashland, VA 23005
  4. The County will notify the Contractor when cards are required. Cards will be set-up for a specific dollar purchase limit per card per month. On the 1<sup>st</sup> day of each month, the County will provide the Contractor specific dollar amounts to be applied to each card. The initial dollar value to be placed on cards will be \$50.00; however, the County makes no guarantee of card usage. The volume may increase or decrease depending on the number of participating clients and available funding.
- C. **Invoicing and Reporting:** Invoicing and reporting should allow;
1. The County to manage accounts at its own convenience.
  2. Tracking of purchases by vehicle or card for spend, mileage, economy or even out-of-route fueling.
  3. Monthly statements showing fuel purchases and applicable taxes per card. The statement will identify fuel cost by the price/gallon and the number gallons by month and separated from applicable taxes.
  4. Standardized or customized reporting provided manually or electronically.
  5. Exception reporting based upon predetermined parameters.
  6. Receipts provided to cardholder at the time of sale that include a) date & time of transactions; b) location; c) type of fuel dispensed [grade of fuel]; d) amount of fuel dispensed [number of gallons]; e) price per gallon [applicable taxes identified separately]; f) total dollar amount; and g) card/cardholder identification.

### **3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

#### **3.1 GENERAL INSTRUCTIONS**

- A. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
1. One (1) original, so marked, and five (5) copies of each proposal.
  2. A digital version of the proposal in PDF or DOC format on a CD or USB.

3. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror **must** submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” and be submitted on the same CD or USB.

B. Proposal Preparation:

1. 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 Purchasing 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 the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. 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, sub-letter, 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 sub-letter 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.
4. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County 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, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Reference Attachments)

C. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- B. Complete and return Attachments listed in Section 7.
- C. A written narrative statement providing:
  - 1. A brief summary of the Offeror’s fuel card system/program, fuel cards, and related administrative services (with a focus on services provided to other governmental entities), years’ experience, knowledge, and other services and requirements associated with providing the services requested.
  - 2. Describe the benefits, features, and availability of management reports, standard operating procedures, and outline plan (methodology) for development, implementation, and management and administration to include, but not be limited to; approach, coordination, operations, support services, training requirements (length and location), and other related responsibilities. Include procedures for accessing invoices, reports, and billing statements, and identify all retail establishments that accept the fuel card.
  - 3. **Online Terms of Service:** If applicable, should the Offeror have Terms of Services that apply to any online activity (i.e. hosted, online, portal, website, support site, etc.) required for use of the proposed system/program, the Offeror must include such information in their proposal.
- D. **References:** Include information where applicable in the Offeror Data Sheet provided in the attachments. If additional information is necessary, include on separate pages.
- E. **Cost/Fees:** Include all anticipated project costs/pricing associated with the complete “turn-key” fuel card system and fuel cards such as annual card fees, transaction fees, software fees, training, delinquent account fees, and any other operational costs/fees. State any discounts offered from the pump price per gallon after taxes. The County prefers costs associated with the proposed fuel cards be billed in the cost per gallon of fuel. Where no fee is quoted, it will be presumed there is no charge for the service.

4. **EVALUATION AND AWARD**

4.1 **EVALUATION CRITERIA:** Proposals shall be evaluated by the County using the following criteria:

Criteria	Weight
• Proposed Implementation and Methodology	45
• Qualifications and Experience	35
• Cost/Fees	20
<b>Total</b>	<b>100</b>

4.2 **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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the County shall select the Offeror which, in its opinion, has made the best

proposal, and shall award the contract to that Offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the Contractor's proposal as negotiated.

## 5. GENERAL TERMS AND CONDITIONS

- 5.1 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov) streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA, failure to register may result in the proposal being rejected. The County advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.
- 5.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 5.3 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- 5.4 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 5.5 APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Hanover County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.
- 5.6 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 5.7 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 5.8 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.
- 5.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.
- 5.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.
- 5.11 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 5.12 CONTRACTOR'S PERFORMANCE:
- A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
  - B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
  - C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 5.13 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7507 Library Drive, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

- 5.14 **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 5.15 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 5.16 **DEFINITION OF COUNTY:** The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.
- 5.17 **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 5.18 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.19 **FINANCIAL STATEMENTS:** All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.
- 5.20 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 5.21 **INDEMNIFICATION:** Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any

materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The County will not agree to indemnify the Contractor.

- 5.22 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.
- 5.23 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.
- 5.24 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 5.25 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 5.26 PAYMENT:
- A. To Prime Contractor:
1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).
  4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
- B. To Subcontractors:
1. A Contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

- 5.27 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 5.28 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 5.29 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
  - B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
  - C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.
- 5.30 SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 5.31 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation

the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 5.32 **TAXES:** The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
- 5.33 **TERMINATION FOR CONVENIENCE:** Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 5.34 **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## 6. **SPECIAL TERMS AND CONDITIONS**

- 6.1 **CANCELLATION OF CONTRACT:** The County 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.
- 6.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor, its employees, agents, and assigns, shall assure that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 6.3 **CONTINUITY OF SERVICES:**
- A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  2. To make all County data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  3. That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval.

6.4 COOPERATIVE PROCUREMENT: In the event a contract is awarded from this solicitation, it may be used by other public bodies as allowed by *Code of Virginia*, § 2.2-4304. The Contractor shall deal directly with any public body it authorizes to use the contract. Hanover County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of the contract. Hanover County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

6.5 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in an envelope or package, sealed and identified as follows.

From:

Name of Offeror	Due Date:	Time:
Street or Box Number		RFP# 20-07-2835TP
City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

6.6 PAYMENT OPTION: The County utilizes Purchasing Cards as an option to make payments. The use of Purchasing Cards allows the Contractor to receive payment sooner than by receiving payment by mailing of checks. The option of accepting Purchasing Cards does not affect the award of this contract.

**Do you accept payment by Visa charge cards?**                       YES                       NO

**Is there an additional charge to use Visa charge cards?**                       YES                       NO

6.7 RENEWAL OF CONTRACT: This contract may be renewed by the County upon written agreement of both parties for two successive three year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

6.8 SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.

6.9 UNAUTHORIZED USE OF FUEL CARDS: All cards issued under the contract shall be for charges made within the predefined limits and restrictions placed on each card for the purpose of fuel purchases only made by eligible client recipients. The Contractor understands and agrees that neither the County nor any of its card users will accept liability for purchases made through unauthorized use of the cards which includes, but is not limited to: unauthorized use of the card, account numbers which are fraudulently used, and account numbers or cards which are lost or stolen.

**7. ATTACHMENTS**

Attachment A - Offeror's Data Sheet

Attachment B - Virginia State Corporation Commission Registration Information (SCC)

Attachment C - Proprietary/Confidential Information Identification







**BOARD OF SUPERVISORS**

**AUBREY M. STANLEY, CHAIRMAN**  
BEAVERDAM DISTRICT

**SEAN M. DAVIS, VICE-CHAIRMAN**  
HENRY DISTRICT

**SUSAN P. DIBBLE**  
SOUTH ANNA DISTRICT

**F. MICHAEL HERZBERG IV**  
COLD HARBOR DISTRICT

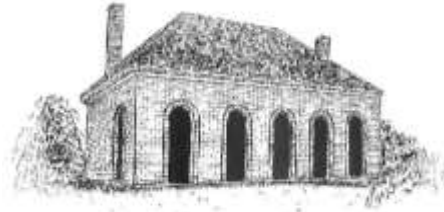
**ANGELA KELLY-WIECEK**  
CHICKAHOMINY DISTRICT

**W. CANOVA PETERSON**  
MECHANICSVILLE DISTRICT

**FAYE O. PRICHARD**  
ASHLAND DISTRICT

---

**CECIL R. HARRIS, JR.**  
COUNTY ADMINISTRATOR



HANOVER COURTHOUSE

**HANOVER COUNTY**

ESTABLISHED IN 1720

**FINANCE AND MANAGEMENT SERVICES DEPARTMENT**

**JACOB A. SUMNER, CMA, CGFM**  
DIRECTOR

P. O. BOX 470  
7507 LIBRARY DRIVE  
HANOVER, VA 23069

**SHELLY H. WRIGHT**  
BUDGET DIVISION DIRECTOR

**LAUREN K. NULL**  
FINANCE DIVISION DIRECTOR

**STEVEN K. RUSCH**  
PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

March 30, 2020

**ADDENDUM NO. 1 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., April 28, 2020

The following are questions received for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Change/Modifications:**

1. Responses to this solicitation will be accepted electronically. For guidance on how to submit a proposal, go to <https://eva.virginia.gov/eva-vendor-training.html> and select the “Response to IFBs-RFPs and more” PDF located under the heading “Find and Respond to Virginia Business Opportunities (VBO).”

**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature in Ink  
Name: \_\_\_\_\_  
Please Print  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior  
Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)  
Finance and Management Services Department, Purchasing Division  
(Chenault-Weems Building, 2<sup>nd</sup> floor)  
7507 Library Drive / P O Box 470  
Hanover, VA 23069-0470  
PH: (804) 365-6283 / FAX: (804) 365-6100

**BOARD OF SUPERVISORS**

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HENRY DISTRICT

**SUSAN P. DIBBLE**  
SOUTH ANNA DISTRICT

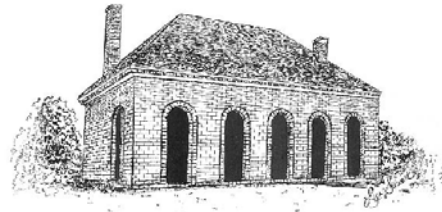
**F. MICHAEL HERZBERG IV**  
COLD HARBOR DISTRICT

**ANGELA KELLY-WIECEK**  
CHICKAHOMINY DISTRICT

**W. CANOVA PETERSON**  
MECHANICSVILLE DISTRICT

**FAYE O. PRICHARD**  
ASHLAND DISTRICT

**CECIL R. HARRIS, JR.**  
COUNTY ADMINISTRATOR



HANOVER COURTHOUSE

**HANOVER COUNTY**

ESTABLISHED IN 1720

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**JACOB A. SUMNER, CMA, CGFM**  
DIRECTOR

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**SHELLY H. WRIGHT**  
BUDGET DIVISION DIRECTOR

**LAUREN K. NULL**  
FINANCE DIVISION DIRECTOR

**STEVEN K. RUSCH**  
PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

April 3, 2020

**ADDENDUM NO. 2 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., May 1, 2020 (*NOTE: this is a change*)

The following are for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Changes & Proposal Submittal Clarifications:**

- 1. Proposal submission due date changed. All references within the RFP document shall be changed to read, "**Proposals shall be received prior to 12:00 p.m., May 1, 2020.**"

**Proposal Submittal Clarifications/Changes:**

- 1. Due to the coronavirus outbreak and the requirements and recommendations of the Governor’s Executive Orders, there is no public access to the Chenault-Weems building. Additionally, a majority of Purchasing staff is working from home. Therefore, Offerors are highly **encouraged to submit your proposal electronically through eVA**. Instructions for electronic submission of proposals were provide through Addendum 1, issued March 30, 2020. If electronic submittal is not possible or practical, you must contact the purchasing officer, by email, **at least 24 hours prior to** the due date and time. Arrangements can then be made to receive your proposal. At this time, staff is not aware what effect the prohibition on public access to the building will have on UPS or FedEx deliveries. Therefore, you should not depend on these services for on-time delivery.

**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ Signature in Ink  
Title: \_\_\_\_\_ Please Print  
Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

*Hanover: People, Tradition and Spirit*

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior

Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

Finance and Management Services Department

Purchasing Division

(Chenault-Weems Building, 2<sup>nd</sup> floor)

7507 Library Drive

P O Box 470

Hanover, VA 23069-0470

PH: (804) 365-6283

FAX: (804) 365-6100

**BOARD OF SUPERVISORS**

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BEAVERDAM DISTRICT

**SEAN M. DAVIS, VICE-CHAIRMAN**  
HENRY DISTRICT

**SUSAN P. DIBBLE**  
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COLD HARBOR DISTRICT

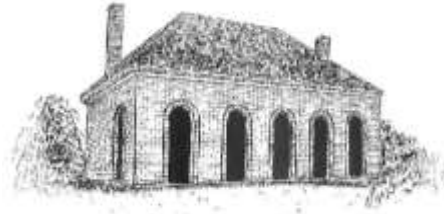
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MECHANICSVILLE DISTRICT

**FAYE O. PRICHARD**  
ASHLAND DISTRICT

---

**CECIL R. HARRIS, JR.**  
COUNTY ADMINISTRATOR



HANOVER COURTHOUSE

**HANOVER COUNTY**

ESTABLISHED IN 1720

**FINANCE AND MANAGEMENT  
SERVICES DEPARTMENT**

**JACOB A. SUMNER, CMA, CGFM**  
DIRECTOR

P. O. BOX 470  
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HANOVER, VA 23069

**SHELLY H. WRIGHT**  
BUDGET DIVISION DIRECTOR

**LAUREN K. NULL**  
FINANCE DIVISION DIRECTOR

**STEVEN K. RUSCH**  
PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

April 16, 2020

**ADDENDUM NO. 3 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., May 1, 2020

The following are for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Clarification:**

1. Where within the RFP documents the use of “client(s)” this is used refers to clients participating and or receiving assistance from Hanover County Department of Social Services.
2. The RFP is not for a “fleet fueling program”. Through the resulting contract, the County is hoping to secure a program/system for clients to obtain fuel for their personal vehicles with use of fuel cards for the purchase of fuel only where the clients will not be restricted to specific fueling locations.

**Questions/Answers Received:**

1. Traditionally cost differential pricing is only provided at certain fueling locations (generally called “cardlocks”). I’m trying to understand how your current program works and whether you all are getting cost differential pricing at simply 1 or 2 commercial locations, or if you are getting that pricing at ANY gas station.  
Answer: The card program/system should allow for flexibility where clients may go anywhere and not restrict to specific areas or stations for to purchase fuel. The pricing would be the same as the market price for the general public.
2. Does Hanover County Department of Social Services already utilize a fleet card program for this specific program? (Yes) If so, what company do you currently utilize?  
Answer: James River Solutions
3. What is the average gallons fueled per transaction on your currently fleet card program?  
Answer: The contract is set up with a “cost differential” (cost added per gallon). Costs per gallon fluctuate depending on the market price + the contracted cost differential (based off the Richmond Average Rack Pricing). Currently contractor sites are \$0.06 per gallon, with extended network sites at \$0.05 per gallon.
4. How many gallons of fuel do your currently utilize for this program per month?  
Answer: This information not provided to the County.
5. If this is a new program, how many gallons do you expect to need to utilize per month OR what would be the estimated maximum dollar value needed for the entire program per month in fueling?  
Answer: Not a new program.

6. The RFP mentions setting a \$50 limit per card per month, but that this can change. Is it expected that the dollar value allotted per card will change every month?  
 Answer: The amount may change, but limits will be one of three set amounts \$70 / \$100/ or \$120.
7. Will the dollar value allotted to each card be the same for all cards every month? Or will each card have a different value allotted to it?  
 Answer: See answer to Question 6.
8. Does HCDSS want each card to be printed with the individual client's name on it? Or is it expected that each card will be printed with a generic name on the card (such as "HCDSS Card #1")?  
 Answer: Generic name such as HCDSS 1 is fine.
9. 2.1 A. 2. "Provide a toll-free number for use in reporting lost, stolen and damaged cards."  
 Will the caller be the Client or County Representative?  
 Answer: The Contractor is required to provide the County a toll-free number or ability to accept collect calls in association with contract issues, and a toll-free number(s) should be available to clients (card holders) for reporting lost, stolen, damaged, etc. cards. The Contractor shall immediately notify the County Representative when a card is reported lost, stolen, damaged, etc.
10. 2.1 A. 3. "Reissue cards to the County within 48 hours of notification by the designated County representative."  
 Would it be correct that although the user can report a card lost or stolen, the Client cannot initiate the reissuance of a card?  
 Answer: Initiation of the reissuance of a lost, stolen, damaged, etc. card shall only be done by through the County Representative. Never shall a client be afforded responsibility for the reissuance of cards.
11. 2.1 A. 3. "Offer 24/7/365 customer support."  
 Is the customer support for the Client or the County Representative?  
 Answer: Customer support shall be available to the County Representative.
- Is this a different requirement than the requirements for the toll-free number?  
 Answer: Yes. The County Representative will be afforded customer support for all contract and other related issues (i.e. billing, invoicing, etc.).
12. 2.1 B. 2. "Cards should be restricted to the purchase of transportation fuel purchases only and prohibit cash advances, the purchase of propane, tobacco, food etc." Although the Client is allowed to "make payment at the pump or at the register," is the expectation that the purchase restriction be a technology-based solution?  
 Answer: Yes, it would be a technology-based solution.
13. 2.1 C. 2. "Tracking of purchases by vehicle or card for spend, mileage, economy or even out-of-route fueling."  
 Based on the information readily available to the Contractor as the provider of the fuel card, would the Contractor have access to Client data to be able to provide mileage, economy and out-of-route fueling reporting?  
 Answer: The Contractor will provide information about client name, date of purchase, fuel card number, time of purchase, and site of purchase. This information will also include the type of product (i.e. G87, G93) and quantity of fuel purchased.
14. 2.1 C. 6. "Receipts provided to cardholder at the time of sale that include a) date & time of transactions; b) location; c) type of fuel dispensed [grade of fuel]; d) amount of fuel dispensed [number of gallons]; e) price per gallon [applicable taxes identified separately]; f) total dollar amount; and g) card/cardholder identification."  
 If the Contractor is not a fuel provider or service station, would the receipt to the Client provided by the fuel provider or service station be sufficient?  
 Answer: Yes
15. Do you anticipate extending the bid due date?  
 Answer: The due date was extended through issuance of Addendum 2. All related documents are posted on eVA (Virginia's e-procurement Market Place portal).
16. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?  
 Answer: This is a Request for Proposals (RFP). The information included in the RFP identifies the minimum and preferred requirements. There is no other information available because Offerors are to develop their methodology and implementation for providing the card services program/system.

17. Was this bid posted to the nationwide free bid notification at [www.mygovwatch.com](http://www.mygovwatch.com)? Other than your own website, where was this bid posted?

Answer: The County advertises on eVA (see answer to Question 15)

**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

_____	Date: _____
_____	By: _____
_____	Signature in Ink
_____	Name: _____
_____	Please Print
_____	Title: _____

Telephone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

*Hanover: People, Tradition and Spirit*

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior

Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

Finance and Management Services Department

Purchasing Division

(Chenault-Weems Building, 2<sup>nd</sup> floor)

7507 Library Drive

P O Box 470

Hanover, VA 23069-0470

PH: (804) 365-6283

FAX: (804) 365-6100

**HANOVER COUNTY, VIRGINIA  
REQUEST FOR PROPOSALS # 20-07-2835TP**

---

Issue Date: March 20, 2020

Title: CLIENT MONTHLY FUEL CARD SYSTEM/PROGRAM - DSS

Commodity Code(s): 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services

**Issuing Department:** Hanover County, Virginia  
Finance and Management Services Department  
Purchasing Division  
7507 Library Drive, 2<sup>nd</sup> Floor  
(Chenault-Weems Building)  
P.O. Box 470  
Hanover, VA 23069-0470

Location Where Service Will be Provided: Hanover County, Virginia  
Hanover County Department of Social Services  
12304 Washington Highway  
Ashland, VA 23005

Period of Contract: July 1, 2020 through June 30, 2023 (Renewable)

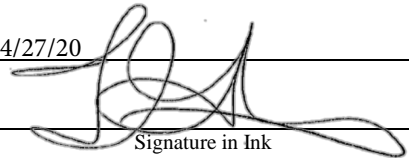
Sealed proposals shall be received by the issuing department prior to 12:00 PM, April 28, 2020 for furnishing the services described herein.

All inquiries for information should be directed to: Trena A. Ponton, CPPB, Purchasing Officer Senior, (804) 365-6283 or [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov). Inquires must be received no later than five (5) business days prior to the due date in order to be considered.

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/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

James River Solutions  
10487 Lakeridge Parkway, Suite 100  
Ashland, VA 23005

Date: 4/27/20  
By:   
Signature in Ink  
Name: Tracy Little  
Please Print  
Title: President

eVA Vendor Registration ID E67042

Telephone No. 804-767-8170

E-mail Address: [bbailey@jrpenenergy.com](mailto:bbailey@jrpenenergy.com)

FAX No. 804-359-6307

*This public body does not discriminate against faith-based organizations*

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<b>7. ATTACHMENTS</b>	<b>14</b>

**1. GENERAL INFORMATION**

- 1.1 **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified Offerors to establish a contract through competitive negotiations for a client fuel card administration system/program, including providing the associated monthly client fuel cards for Hanover County Department of Social Services.
- 1.2 **COMMENCEMENT OF WORK:** Prior to startup of contract, the Contractor shall meet with the appropriate County staff to discuss responsibilities and other associated parameters and requirements under the contract.
- 1.3 **COMMUNICATIONS:** The Contractor shall designate and identify a point-of-contact (POC) for all daily communications and assist Hanover Department of Social Services with administration of the system/program, fuel cards, and other responsibilities under the contract (i.e. invoicing, billing, reporting, issuance of fuel cards, etc.). The POC information should include a phone number(s), cell number, email address, etc.
- 1.4 **BACKGROUND:** Hanover County Department of Social Services (HDSS) – HDSS offers benefit and service programs with specific eligibility requirements or universal access for families (adults, children/youth, child support FAQs, foster care prevention, SNAP/food stamps, Medicaid, heating/cooling assistance, TANF/financial aid, child/adult abuse, neglect, or exploitation, etc.). HDSS divisions include;
  - A. The Benefit Programs Division administers programs that provide income support benefits to families and individuals transitioning from dependency on public assistance programs to self-sufficiency.
  - B. The Self-sufficiency Unit determines eligibility for childcare and/or employment services through Virginia Initiative for Employment not Welfare (VIEW) participation.
  - C. The Protection Unit handles child and adult protective services and adult services.
  - D. The Permanency Unit is responsible for foster care, foster care prevention, and adoption services.
  - E. The Children's Services Act Program, a collaborative system of services and funding that is child-centered, family-focused and community-based to meet the needs of children, youth, and families
- 1.5 **PRIMARY OBJECTIVES:** HDSS is seeking a cost effective and efficient fuel card administration system/program and associated monthly fuel cards for eligible welfare client recipients participating in special programs through the Virginia Department of Social Services. Fuel cards will be used by eligible clients to travel to and from work and/or job searches. **Fuel only** shall be purchased with the fuel cards and be accepted at a wide variety of fueling locations throughout the geographical area of Hanover County, Virginia, and abroad when deemed necessary by HDSS.

**2. STATEMENT OF NEEDS**

Services under the contract shall be inclusive of all costs for a “turnkey” fuel card system/program (System), including associated monthly fuel cards. Card management, including reporting and transaction responsibilities, shall be through the Contractor’s website. HDSS will assume responsibility for administration of the system and distribution of monthly cards to the participating HDSS clients.

- 2.1 **SCOPE OF SERVICES:** The Contractor shall have the ability to perform and provide:
  - A. **System Administration:**
    - 1. Furnish programmed cards as needed to initiate service.
    - 2. Provide a toll-free number for use in reporting lost, stolen and damaged cards.
    - 3. Reissue cards to the County within 48 hours of notification by the designated County representative.
    - 3. Offer 24/7/365 customer support.

- B. **Monthly Fuel Cards**: The initial quantity of cards will be approximately 100; however, the County makes no guarantee of the total number of cards required under the contract. The number of cards may increase or decrease depending on client participation.
1. Fuel cards should be a credit/debit type card requiring the use of a Personal Identification Number (PIN). Clients should have the ability to make payment at the pump or at the register.
  2. **Restrictions**: Cards should be restricted to the purchase of transportation fuel purchases only and prohibit cash advances, the purchase of propane, tobacco, food etc. The program should allow for adjustment to monthly spending limits or gallon allowances.
  3. **Activation-Deactivation**: The Contractor shall provide a secure system for activation, deactivation, and information updates. Card activation procedures should be user-friendly to offer a simple process for the client.
    - a. **Delivery**: Following award of contract, the initial delivery of cards shall be within thirty calendar days after requests are made by the County. Subsequent requests for cards should be processed within ten calendar days.
    - b. **Card Delivery Address**:  
Hanover County Department of Social Services  
ATTN: HDSS Client Card Administrator  
12304 Washington Highway  
Ashland, VA 23005
  4. The County will notify the Contractor when cards are required. Cards will be set-up for a specific dollar purchase limit per card per month. On the 1<sup>st</sup> day of each month, the County will provide the Contractor specific dollar amounts to be applied to each card. The initial dollar value to be placed on cards will be \$50.00; however, the County makes no guarantee of card usage. The volume may increase or decrease depending on the number of participating clients and available funding.
- C. **Invoicing and Reporting**: Invoicing and reporting should allow;
1. The County to manage accounts at its own convenience.
  2. Tracking of purchases by vehicle or card for spend, mileage, economy or even out-of-route fueling.
  3. Monthly statements showing fuel purchases and applicable taxes per card. The statement will identify fuel cost by the price/gallon and the number gallons by month and separated from applicable taxes.
  4. Standardized or customized reporting provided manually or electronically.
  5. Exception reporting based upon predetermined parameters.
  6. Receipts provided to cardholder at the time of sale that include a) date & time of transactions; b) location; c) type of fuel dispensed [grade of fuel]; d) amount of fuel dispensed [number of gallons]; e) price per gallon [applicable taxes identified separately]; f) total dollar amount; and g) card/cardholder identification.

### 3. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

#### 3.1 **GENERAL INSTRUCTIONS**

- A. **RFP Response**: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:
1. One (1) original, so marked, and five (5) copies of each proposal.
  2. A digital version of the proposal in PDF or DOC format on a CD or USB.

3. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror **must** submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" and be submitted on the same CD or USB.

B. Proposal Preparation:

1. 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 Purchasing 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 the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. 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, sub-letter, 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 sub-letter 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.
4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County 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, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Reference Attachments)

C. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- B. Complete and return Attachments listed in Section 7.
- C. A written narrative statement providing:
  - 1. A brief summary of the Offeror’s fuel card system/program, fuel cards, and related administrative services (with a focus on services provided to other governmental entities), years’ experience, knowledge, and other services and requirements associated with providing the services requested.
  - 2. Describe the benefits, features, and availability of management reports, standard operating procedures, and outline plan (methodology) for development, implementation, and management and administration to include, but not be limited to; approach, coordination, operations, support services, training requirements (length and location), and other related responsibilities. Include procedures for accessing invoices, reports, and billing statements, and identify all retail establishments that accept the fuel card.
  - 3. **Online Terms of Service:** If applicable, should the Offeror have Terms of Services that apply to any online activity (i.e. hosted, online, portal, website, support site, etc.) required for use of the proposed system/program, the Offeror must include such information in their proposal.
- D. **References:** Include information where applicable in the Offeror Data Sheet provided in the attachments. If additional information is necessary, include on separate pages.
- E. **Cost/Fees:** Include all anticipated project costs/pricing associated with the complete “turn-key” fuel card system and fuel cards such as annual card fees, transaction fees, software fees, training, delinquent account fees, and any other operational costs/fees. State any discounts offered from the pump price per gallon after taxes. The County prefers costs associated with the proposed fuel cards be billed in the cost per gallon of fuel. Where no fee is quoted, it will be presumed there is no charge for the service.

**4. EVALUATION AND AWARD**

4.1 **EVALUATION CRITERIA:** Proposals shall be evaluated by the County using the following criteria:

<b>Criteria</b>	<b>Weight</b>
• Proposed Implementation and Methodology	45
• Qualifications and Experience	35
• Cost/Fees	20
<b>Total</b>	<b>100</b>

4.2 **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 Proposals, including price, if so stated in the Request for Proposals. Negotiations shall 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, the County shall select the Offeror which, in its opinion, has made the best

proposal, and shall award the contract to that Offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, 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 the solicitation and the Contractor's proposal as negotiated.

## 5. GENERAL TERMS AND CONDITIONS

- 5.1 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov) streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the County shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA, failure to register may result in the proposal being rejected. The County advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.
- 5.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.
- 5.3 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- 5.4 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The Contractor will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 5.5 APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Hanover County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.
- 5.6 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
- 5.7 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 5.8 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of lawfully appropriated funds.
- 5.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.
- 5.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.
- 5.11 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 5.12 CONTRACTOR'S PERFORMANCE:
- A. The Contractor agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
  - B. The Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
  - C. The Contractor shall cooperate with County officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 5.13 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Director, Finance and Management Services Department, 7507 Library Drive, Hanover, VA 23069-0470 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator will render a decision on the claim and will notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

- 5.14 **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the County from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 5.15 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- 5.16 **DEFINITION OF COUNTY:** The Purchasing Division of the Finance and Management Services Department provides purchasing support for Hanover County Government, Hanover County School Board, Pamunkey Regional Jail and Pamunkey Regional Library, hereinafter referred to as County. Any contract issued as a result of this solicitation shall be available for the use of any or all of these entities unless otherwise stated in the solicitation.
- 5.17 **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 5.18 **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.19 **FINANCIAL STATEMENTS:** All Offerors, by submission of a response to this solicitation, agree to provide the County, within 10 calendar days of the County's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the County. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the County, and the County shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the County contract, so as to guarantee the County's rights to obtain financial statements. Should the Contractor fail to ensure the County's rights under this section, the Contractor shall be liable to the County for all reasonable costs and expenses the County may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.
- 5.20 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 5.21 **INDEMNIFICATION:** Contractor agrees to indemnify the County, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any

materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The County will not agree to indemnify the Contractor.

- 5.22 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the County.
- 5.23 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the County.
- 5.24 MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official County form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 5.25 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the County shall be given to: County of Hanover, Director, Finance and Management Services Department, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address.
- 5.26 PAYMENT:
- A. To Prime Contractor:
1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia, § 2.2-4353*).
  4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
- B. To Subcontractors:
1. A Contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

C. The County encourages Contractors to accept electronic and credit card payments.

- 5.27 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 5.28 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 5.29 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
  - B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
  - C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the County from any cost, expense, damage or loss incurred in any manner by the County on account of such alleged infringement.
- 5.30 SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 5.31 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation

the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- 5.32 **TAXES:** The County is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Contractor shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.
- 5.33 **TERMINATION FOR CONVENIENCE:** Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 5.34 **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## 6. **SPECIAL TERMS AND CONDITIONS**

- 6.1 **CANCELLATION OF CONTRACT:** The County 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.
- 6.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor, its employees, agents, and assigns, shall assure that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- 6.3 **CONTINUITY OF SERVICES:**
- A. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration, a successor, either the County or another Contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  2. To make all County data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  3. That the County shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the County, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the County's approval.

6.4 COOPERATIVE PROCUREMENT: In the event a contract is awarded from this solicitation, it may be used by other public bodies as allowed by *Code of Virginia*, § 2.2-4304. The Contractor shall deal directly with any public body it authorizes to use the contract. Hanover County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of the contract. Hanover County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

6.5 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in an envelope or package, sealed and identified as follows.

From:

Name of Offeror	Due Date:	Time:
Street or Box Number		RFP# 20-07-2835TP
City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

6.6 PAYMENT OPTION: The County utilizes Purchasing Cards as an option to make payments. The use of Purchasing Cards allows the Contractor to receive payment sooner than by receiving payment by mailing of checks. The option of accepting Purchasing Cards does not affect the award of this contract.

**Do you accept payment by Visa charge cards?**                       YES                       NO

**Is there an additional charge to use Visa charge cards?**                       YES                       NO

6.7 RENEWAL OF CONTRACT: This contract may be renewed by the County upon written agreement of both parties for two successive three year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

6.8 SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.

6.9 UNAUTHORIZED USE OF FUEL CARDS: All cards issued under the contract shall be for charges made within the predefined limits and restrictions placed on each card for the purpose of fuel purchases only made by eligible client recipients. The Contractor understands and agrees that neither the County nor any of its card users will accept liability for purchases made through unauthorized use of the cards which includes, but is not limited to: unauthorized use of the card, account numbers which are fraudulently used, and account numbers or cards which are lost or stolen.

**7. ATTACHMENTS**

Attachment A - Offeror's Data Sheet

Attachment B - Virginia State Corporation Commission Registration Information (SCC)

Attachment C - Proprietary/Confidential Information Identification

**ATTACHMENT A**  
**OFFEROR DATA SHEET**

**Note: The following information is required as part of your response to this solicitation.**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Offeror's Primary Contact:

Name: Bridget Bailey Phone: 804-767-8170

Title: Senior Project Manager Email: bbailey@jrpenergy.com

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

15 Years 4 Months

4. Offeror Information: eVA Vendor ID: E67042

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

Company: County of Dallas Contact: Sue Dickson

Phone: 214-589-7066 Email: Sue.dickson@dallascounty.org

Project: JRS operates a fleet fuel card program with the County of Dallas. We provide the county over 2000 cards and driver pins.

Dates of Service: 2016 - Present \$ Value: \$800,000 annually

Company: Lincoln County Contact: Deanna Rios

Phone: 704-736-8488 Email: Drios@lincolncounty.org

Project: JRS operates a fleet fuel card program with Lincoln County. We provide the county over 1000 cards and driver pins.

Dates of Service: 2017 - Present \$ Value: \$600,000

Company: Tarrant County Contact: Brandi Bingham

Phone: 817-884-3246 Email: Bjbingham@tarrantcounty.com

Project: JRS operates a fleet fuel card program with Lincoln County. We provide the county over 1300 cards and driver pins.

Dates of Service: 2018 - Present \$ Value: \$700,000

**ATTACHMENT B**

**STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information - The bidder:**

is a corporation or other business entity with the following SCC identification number: S141052-3

**-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

**-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):



**BOARD OF SUPERVISORS**

**AUBREY M. STANLEY, CHAIRMAN**  
BEAVERDAM DISTRICT

**SEAN M. DAVIS, VICE-CHAIRMAN**  
HENRY DISTRICT

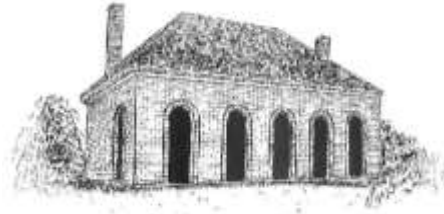
**SUSAN P. DIBBLE**  
SOUTH ANNA DISTRICT

**F. MICHAEL HERZBERG IV**  
COLD HARBOR DISTRICT

**ANGELA KELLY-WIECEK**  
CHICKAHOMINY DISTRICT

**W. CANOVA PETERSON**  
MECHANICSVILLE DISTRICT

**FAYE O. PRICHARD**  
ASHLAND DISTRICT



HANOVER COURTHOUSE

**HANOVER COUNTY**

ESTABLISHED IN 1720

**FINANCE AND MANAGEMENT SERVICES DEPARTMENT**

**JACOB A. SUMNER, CMA, CGFM**  
DIRECTOR

P. O. BOX 470  
7507 LIBRARY DRIVE  
HANOVER, VA 23069

**SHELLY H. WRIGHT**  
BUDGET DIVISION DIRECTOR

**LAUREN K. NULL**  
FINANCE DIVISION DIRECTOR

**STEVEN K. RUSCH**  
PURCHASING DIVISION DIRECTOR

**CECIL R. HARRIS, JR.**  
COUNTY ADMINISTRATOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

March 30, 2020

**ADDENDUM NO. 1 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., April 28, 2020

The following are questions received for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Change/Modifications:**

1. Responses to this solicitation will be accepted electronically. For guidance on how to submit a proposal, go to <https://eva.virginia.gov/eva-vendor-training.html> and select the "Response to IFBs-RFPs and more" PDF located under the heading "Find and Respond to Virginia Business Opportunities (VBO)".

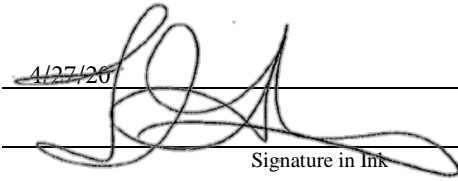
**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

James River Solutions  
10487 Lakeridge Parkway, Suite 100  
Ashland, VA 23005

Telephone No.: 804-767-8170

Fax No.: 804-359-6307

Date: 4/27/20  
By:   
Name: Tracy Little  
Title: President

Email Address: bbailey@jrpenergy.com

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior  
Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)  
Finance and Management Services Department, Purchasing Division  
(Chenault-Weems Building, 2<sup>nd</sup> floor)  
7507 Library Drive / P O Box 470  
Hanover, VA 23069-0470  
PH: (804) 365-6283 / FAX: (804) 365-6100

**BOARD OF SUPERVISORS**

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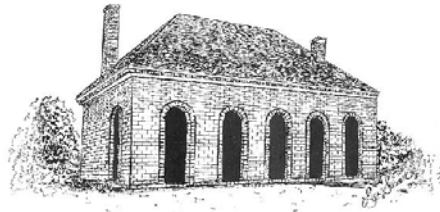
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HANOVER COURTHOUSE

**HANOVER COUNTY**

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PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

April 3, 2020

**ADDENDUM NO. 2 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., May 1, 2020 (*NOTE: this is a change*)

The following are for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Changes & Proposal Submittal Clarifications:**

- 1. Proposal submission due date changed. All references within the RFP document shall be changed to read, "**Proposals shall be received prior to 12:00 p.m., May 1, 2020.**"

**Proposal Submittal Clarifications/Changes:**

- 1. Due to the coronavirus outbreak and the requirements and recommendations of the Governor’s Executive Orders, there is no public access to the Chenault-Weems building. Additionally, a majority of Purchasing staff is working from home. Therefore, Offerors are highly **encouraged to submit your proposal electronically through eVA**. Instructions for electronic submission of proposals were provide through Addendum 1, issued March 30, 2020. If electronic submittal is not possible or practical, you must contact the purchasing officer, by email, **at least 24 hours prior to** the due date and time. Arrangements can then be made to receive your proposal. At this time, staff is not aware what effect the prohibition on public access to the building will have on UPS or FedEx deliveries. Therefore, you should not depend on these services for on-time delivery.

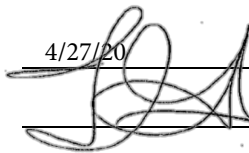
**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

James River Solutions  
\_\_\_\_\_  
10487 Lakeridge Parkway, Suite 100  
\_\_\_\_\_  
Ashland, VA 23005  
\_\_\_\_\_

Telephone No.: 804-767-8170

Fax No.: 804-359-6307

Date: 4/27/20  
By:   
Signature in Ink  
Name: Tracy Little  
Please Print  
Title: President

Email Address: bbailey@jrpenenergy.com

*Hanover: People, Tradition and Spirit*

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior

Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

Finance and Management Services Department

Purchasing Division

(Chenault-Weems Building, 2<sup>nd</sup> floor)

7507 Library Drive

P O Box 470

Hanover, VA 23069-0470

PH: (804) 365-6283

FAX: (804) 365-6100

**BOARD OF SUPERVISORS**

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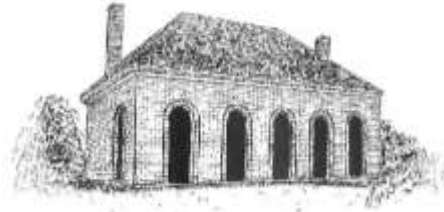
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**CECIL R. HARRIS, JR.**  
COUNTY ADMINISTRATOR



HANOVER COURTHOUSE

**HANOVER COUNTY**

ESTABLISHED IN 1720

**FINANCE AND MANAGEMENT  
SERVICES DEPARTMENT**

**JACOB A. SUMNER, CMA, CGFM**  
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PURCHASING DIVISION DIRECTOR

PHONE: 804-365-6015  
FAX: 804-365-6100  
WWW.HANOVERCOUNTY.GOV

April 16, 2020

**ADDENDUM NO. 3 TO ALL OFFERORS:**

**Reference:** Request for Proposals (RFP) #20-07-2835TP  
**Title:** Client Monthly Fuel Care System/Program-DSS  
**Commodity:** 94635 – Credit Card, Charge Card Services  
95850 – Fuel Management Services  
**Issued:** March 20, 2020  
**Proposals Due:** prior to 12:00 p.m., May 1, 2020

The following are for the purposes of clarifications, changes, and-or modification to be incorporated to the RFP documents referenced above. All other parts of the solicitation shall remain unaltered by the issuance of this Addendum.

**Clarification:**

1. Where within the RFP documents the use of “client(s)” this is used refers to clients participating and or receiving assistance from Hanover County Department of Social Services.
2. The RFP is not for a “fleet fueling program”. Through the resulting contract, the County is hoping to secure a program/system for clients to obtain fuel for their personal vehicles with use of fuel cards for the purchase of fuel only where the clients will not be restricted to specific fueling locations.

**Questions/Answers Received:**

1. Traditionally cost differential pricing is only provided at certain fueling locations (generally called “cardlocks”). I’m trying to understand how your current program works and whether you all are getting cost differential pricing at simply 1 or 2 commercial locations, or if you are getting that pricing at ANY gas station.  
Answer: The card program/system should allow for flexibility where clients may go anywhere and not restrict to specific areas or stations for to purchase fuel. The pricing would be the same as the market price for the general public.
2. Does Hanover County Department of Social Services already utilize a fleet card program for this specific program? (Yes) If so, what company do you currently utilize?  
Answer: James River Solutions
3. What is the average gallons fueled per transaction on your currently fleet card program?  
Answer: The contract is set up with a “cost differential” (cost added per gallon). Costs per gallon fluctuate depending on the market price + the contracted cost differential (based off the Richmond Average Rack Pricing). Currently contractor sites are \$0.06 per gallon, with extended network sites at \$0.05 per gallon.
4. How many gallons of fuel do your currently utilize for this program per month?  
Answer: This information not provided to the County.
5. If this is a new program, how many gallons do you expect to need to utilize per month OR what would be the estimated maximum dollar value needed for the entire program per month in fueling?  
Answer: Not a new program.

6. The RFP mentions setting a \$50 limit per card per month, but that this can change. Is it expected that the dollar value allotted per card will change every month?  
 Answer: The amount may change, but limits will be one of three set amounts \$70 / \$100/ or \$120.
7. Will the dollar value allotted to each card be the same for all cards every month? Or will each card have a different value allotted to it?  
 Answer: See answer to Question 6.
8. Does HCDSS want each card to be printed with the individual client's name on it? Or is it expected that each card will be printed with a generic name on the card (such as "HCDSS Card #1")?  
 Answer: Generic name such as HCDSS 1 is fine.
9. 2.1 A. 2. "Provide a toll-free number for use in reporting lost, stolen and damaged cards."  
 Will the caller be the Client or County Representative?  
 Answer: The Contractor is required to provide the County a toll-free number or ability to accept collect calls in association with contract issues, and a toll-free number(s) should be available to clients (card holders) for reporting lost, stolen, damaged, etc. cards. The Contractor shall immediately notify the County Representative when a card is reported lost, stolen, damaged, etc.
10. 2.1 A. 3. "Reissue cards to the County within 48 hours of notification by the designated County representative."  
 Would it be correct that although the user can report a card lost or stolen, the Client cannot initiate the reissuance of a card?  
 Answer: Initiation of the reissuance of a lost, stolen, damaged, etc. card shall only be done by through the County Representative. Never shall a client be afforded responsibility for the reissuance of cards.
11. 2.1 A. 3. "Offer 24/7/365 customer support."  
 Is the customer support for the Client or the County Representative?  
 Answer: Customer support shall be available to the County Representative.
- Is this a different requirement than the requirements for the toll-free number?  
 Answer: Yes. The County Representative will be afforded customer support for all contract and other related issues (i.e. billing, invoicing, etc.).
12. 2.1 B. 2. "Cards should be restricted to the purchase of transportation fuel purchases only and prohibit cash advances, the purchase of propane, tobacco, food etc." Although the Client is allowed to "make payment at the pump or at the register," is the expectation that the purchase restriction be a technology-based solution?  
 Answer: Yes, it would be a technology-based solution.
13. 2.1 C. 2. "Tracking of purchases by vehicle or card for spend, mileage, economy or even out-of-route fueling."  
 Based on the information readily available to the Contractor as the provider of the fuel card, would the Contractor have access to Client data to be able to provide mileage, economy and out-of-route fueling reporting?  
 Answer: The Contractor will provide information about client name, date of purchase, fuel card number, time of purchase, and site of purchase. This information will also include the type of product (i.e. G87, G93) and quantity of fuel purchased.
14. 2.1 C. 6. "Receipts provided to cardholder at the time of sale that include a) date & time of transactions; b) location; c) type of fuel dispensed [grade of fuel]; d) amount of fuel dispensed [number of gallons]; e) price per gallon [applicable taxes identified separately]; f) total dollar amount; and g) card/cardholder identification."  
 If the Contractor is not a fuel provider or service station, would the receipt to the Client provided by the fuel provider or service station be sufficient?  
 Answer: Yes
15. Do you anticipate extending the bid due date?  
 Answer: The due date was extended through issuance of Addendum 2. All related documents are posted on eVA (Virginia's e-procurement Market Place portal).
16. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?  
 Answer: This is a Request for Proposals (RFP). The information included in the RFP identifies the minimum and preferred requirements. There is no other information available because Offerors are to develop their methodology and implementation for providing the card services program/system.

17. Was this bid posted to the nationwide free bid notification at [www.mygovwatch.com](http://www.mygovwatch.com)? Other than your own website, where was this bid posted?

Answer: The County advertises on eVA (see answer to Question 15)

**Note:** A signed acknowledgment of this addendum is to be included with your proposal. Signature on this addendum does not substitute for your signature on the original RFP document. The original RFP document must be signed.

**NAME AND ADDRESS OF BUSINESS:**

James River Solutions

10487 Lakeridge Parkway, Suite 100

Ashland, VA 23005

Telephone No.: 804-767-8170

Fax No.: 804-359-6307

Date: 4/27/20

By:   
Signature in Ink

Name: Tracy Little  
Please Print

Title: President

Email Address: [bbailey@jrpenenergy.com](mailto:bbailey@jrpenenergy.com)

*Hanover: People, Tradition and Spirit*

**HANOVER COUNTY (COUNTY/OWNER)**

**ISSUED BY:** Trena A. Ponton, CPPB, Purchasing Officer Senior

Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)

Finance and Management Services Department

Purchasing Division

(Chenault-Weems Building, 2<sup>nd</sup> floor)

7507 Library Drive

P O Box 470

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PH: (804) 365-6283

FAX: (804) 365-6100

**PREPARED FOR:**

**Hanover County, Virginia**

Finance and Management Services Department  
Purchasing Division  
7507 Library Drive, 2<sup>nd</sup> Floor  
(Chenault-Weems Building)  
Hanover, VA 23069-0470

**CONTACT US**

James River Solutions  
10487 Lakeridge Parkway  
Ashland, VA 23005  
W:  
E: [bbailey@jrpenenergy.com](mailto:bbailey@jrpenenergy.com)  
O: 804-767-8170  
C: 757-375-1525

**DUE DATE**

01-May-20



Founded by Tracy G. Little in 2006, JRS is a SWaM certified (Small, Women, and Minority), wholly owned subsidiary of James River Petroleum serving government sectors and institutions.

## INTRODUCTION LETTER

James River Solutions is pleased to provide this proposal in response to Hanover County's solicitation for a Monthly Fuel Card System/Program for the clients of the Department of Social Services.

JRS provides customized solutions to meet the needs of its municipal, state, and federal customers in an ever changing energy market. With over 15 years of industry experience, we understand the challenge of rising energy costs and have developed proven strategies in response. Market research and communication, ongoing education, and frequent product updates are the core elements of our approach.

Many entities today are fixated more on superficial penny per gallon savings rather than on effectively managing the overall costs associated with their energy needs. This is where JRS can help. In conjunction with James River Petroleum, we provide retail operations and wholesale fuel service to hundreds of commercial fuel users across the United States. With initial fuel usage input from you and ongoing data, we'll develop an energy plan that anticipates market needs and best supports long-term energy solutions. We embrace creative thinking and encourage the pursuit of new strategies and technologies as appropriate to help reduce overall costs.

Please review the enclosed materials and contact Tracy Little or Bridget Bailey at **804-358-9000** to further discuss how we may help you effectively meet your fueling needs.

Again, thank you for the opportunity to respond to your bid.

Sincerely,



Tracy G. Little, President  
James River Solutions

# OVERVIEW | WHAT YOU CAN EXPECT

You deserve a partner that understands your specific fuel needs – and is fully equipped to handle them. Our specialists are ready to provide guidance and assistance, 24/7.

JRS provides a proven end-to-end solution for an advance Fuel Program. Our business structure is designed to conform to the specific needs of municipalities, and establish long lasting and successful relationships. Key elements of our best-in-fuel program include solutions below.



## SWaM Certified

30+ Years Experience Founded by Tracy G. Little in 2006, JRS is a SWaM certified (Small, Women, and Minority), wholly owned subsidiary of James River Petroleum serving government sectors and institutions.

Combined with James River Petroleum, we have over 35 years of experience delivering providing strategic bulk fueling by transport trucks, tank wagons and fuel cards to locations throughout the country. We provide over 115 million gallons across the United States annually. JRS fully understands the issues specific to overnight government fuel supply.



## Dedicated Support Team

Each member of our management, service and technical teams plays a critical role in the support of your business. The people you talk to now are the same people that will implement and provide everyday management and support of your account. You can count on your team to learn your business and give you the accountability, service, and control that is necessary.



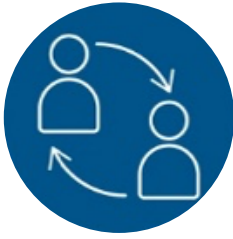
## Innovation & Technology

Change is constant in the energy business and innovation is critical to a company's survival. As we have done for 30+ years, we focus on the future – anticipating market needs and demands. We embrace new strategies and leading technologies to deliver long-term energy solutions to best serve your business.



## National Fuel Logistics

JRS provides competitive petroleum products locally and nationally through its nationwide card network of 250,000 fueling locations.



### **Consultative Approach & Personal Attention**

We build partnerships using a consultative approach to fuel management incorporating technology, data analysis, education and an understanding of your specific petroleum needs.



### **Customized Solutions**

In an ever-changing energy market, JRS will work closely with you to understand alternative fuel options such as biodiesel, propane, CNG, ethanol products and much more. We also provide instructive workshops on mandated fuel specification updates in order to stay educated and inform users on the latest technology and energy issues. We will help broaden your overall knowledge of today's energy market so you can make more informed decisions about your purchases.



### **Data Informed Planning**

Monitoring usage, reporting, fraud control and online support will be managed by the team whom you have a developed and trusted rapport with. Informed by ongoing data and your input, your fuel solution will evolve as needed to best serve your company and goals.

## **STATEMENT OF WORK**

James River Solutions provides a proven end to end solution for an advance Fleet Fuel Card Program. Our business structure and form is designed to conform to the needs of municipalities, such as Hanover County, and establish long lasting and successful relationships. Our solution provides a best in class card program for your organization that will give you structure and support. We can provide concrete testimonials from our existing customer base to support this. The people you talk to now are the same people that will provide onsite implementation and ongoing support with the everyday management of the account. You will talk with the same team members each time giving Hanover County DSS the accountability, service, and control that is necessary for an account of this size. Ordering cards, monitoring usage, reporting, fraud control and online support will all come from a team whom you have a developed and trusted rapport with. This solution with its consultative approach is results orientated and provides a direct relationship across our organizational structure.

JRS will operate a comprehensive Fuel Card program on behalf of Hanover County DSS and provide all related services. JRS is proposing a WEX fleet card. The WEX card is a **UNIVERSAL** fuel charge card that is accepted for retail purchases of fuel at all gas stations throughout not only Hanover County but throughout Virginia and nationwide. Our fuel card program will provide access to commercial fuel sites throughout the state and across the country where clients may obtain fuel. It provides access to all fuel types including E10, E85, non-ethanol unleaded, ULSD, B5, and B20 blended biodiesel. It also provides access to alternative fuels, including propane, E85, hydrogen, CNG, Kerosene, biodiesel, marine and aviation fuels, etc., where available if the need arises. With our WEX fuel cards, you also have the option to be set up to monthly purchase limits and restrictions.

JRS provides multiple added services to our customers. We have an experienced project management and account management team that will be accountable for specialized services specific to the needs of Hanover County. Our project managers provide cost effective routing and mapping of our customer's drivers to ensure maximum savings. We also provide a 24/7 emergency phone line where you will always get a live person on the other end and not an automated system. James River customizes all our reports and has the ability to create new reports to fit your specific needs. We can provide a return on investment analysis to prove our value. We also offer RFP consulting services to help efficiently procure fuel.

## 1. EXPERIENCE

Tracy G. Little founded James River Solutions in 2004 focusing primarily on serving government sectors and institutions. James River Solutions is SWaM (Small, Woman-owned, and/or Minority-owned) certified by the Virginia Department of Small Business and Supplier Diversity and WBENC (Women's Business Enterprise National Council) certified nationwide.

Lloyd T. Little founded James River Petroleum in 1985 with the primary purpose of distributing heating oils, diesel fuel, and gasoline. James River has now grown to now encompass James River Solutions as well as Eastern Transportation. Eastern Transportation is a leading transportation and logistics provider delivering premium petroleum products through our fleet of transport trucks. We provide three different fleet fuel card programs through Fuelman, WEX and Voyager. Our main office is located at 10487 Lakeridge Parkway in Ashland, Virginia. This is where the majority of the operations that will serve the county are based out of. 100% of JRS' business is devoted to the type of services requested in this RFP.

James River services the commercial, government, and retail markets with a consultative approach to customize solutions to meet the respective clientele's needs. We incorporate technology, education, and an understanding of your entity's needs to meet your petroleum requirements. This can be through a combination of our Fuel Card program, Bulk Deliveries, Fixed Pricing, Mobile Fueling, or whatever you see as effective for your business model. In 2018 we sold over 175

million gallons of fuel and had over \$100 million in revenue. Our dedicated personnel strive to build successful partnerships through serving as trusted advisors, providing continuous support and communication, and establishing and maintaining efficient and effective relationships.

JRS' full list of services include:

- Bulk Delivery - Transport & Tankwagon
- Fleet Fueling & Management
- National Fuel Card Programs
- Save Even More with JRP Fleet Card
- On-site or Mobile Fueling
- Fuel Pricing Strategies: Fixed Pricing/Hedging, Variable, Market Watch Pricing
- Remote Inventory Management – SMARTtank, SMARTlogix, and InSite
- Tank Cleaning
- Environmental Site Compliance
- 24/7/365 Emergency Fuel Service/Support

We can integrate technology to help with fuel reporting, leading to a reduction in administrative costs. We utilize the Internet to provide to meet the on demand data management needs of today's customer. James River is at the forefront of the newest innovations in the fuel card industry. At the core of our approach is providing customized solutions to meet Nashville METRO's needs. We will help broaden your overall knowledge of today's current energy market so you can more informed decisions about your purchases.

In an ever-changing market, JRS works closely with government entities to understand alternative fuel options such as biodiesel and ethanol products. We also provide instructive workshops on mandated fuel specification updated in order to educated and inform users on the latest technology and energy issues.

James River Solutions specializes as a full service fuel vendor. Our services include:

- **Diversification and Knowledge of the petroleum business**  
James River through diversification can provide competitive petroleum products both locally and nationally through our nationwide network of 172,000 fueling locations. We know the needs of our customers.
- **Sales and customer service ability with a project management approach**  
Our sales and service philosophy is to use our knowledge and industry experience to build partnerships with customers. This goes far beyond the purchase sales mentality. We know the petroleum business and serve as trusted advisors to our customers. We have the resources and ability to close the "big accounts" while maintaining a personal touch and competitive advantage for the smaller, but important customers. Our customer service team is available 24/7.

- **Experienced Management Team**

At the core of James River is our team of experienced and competent management, service, and technical staff who play a critical role in ensuring quality, reliable, and efficient petroleum services that consistently meet our customer's needs.

- **Enhanced Security Features**

With our fuels cards we can assign specific controls for each department, location, vehicle, or driver. This is made possible by creating profiles for individual drivers, departments, or your entire fleet. Enhance your security by setting up limits on gallons per day, number of transactions per day, and time of day controls. Purchase alerts are a one of a kind tracking tool that alerts users via email or text when a selected card is used. Finally utilize our online Fleet Commander Web portal to view all transactions and card features 24/7 and make any necessary changes to your account instantly.

- **Specialized Reporting**

We have dedicated project managers assigned to your account to ensure our partnership is successful. We have the ability to create specialized reporting to satisfy all of your business needs. Examples of reporting we do for current customers are: tax reporting, vehicle reporting, year-to-date tracking, consolidated invoicing and summary reporting. James River is committed to working with you to specialize these reports and any others you may need so that they meet and exceed your business expectations. Our project managers are here to help streamline your fuel card program and subsequently reduce administrative costs.

- **We truly are a full service petroleum provider.**

Combined with James River Petroleum, we have over 35 years of experience providing Fleet Card Programs to locations throughout the country, including Virginia.

## 2. FUEL CARD PROGRAM

James River Solutions is proposing the WEX Fuel Card Program for Hanover County. The WEX card is a **UNIVERSAL** fuel charge card that is accepted for retail purchases of fuel at all gas stations throughout not only Hanover County but nationwide. You can use at small local stations as well as major fueling locations such as Conoco, Amoco, Chevron, Citgo, Fina, Getty, Mobil, Exxon, Texaco, Sunoco, Valero, Coastal, Hess, Shell, Diamond Shamrock, Gulf oil and many more. When the driver pulls up to the pump they will be prompted to enter their personalized pin number as well as the odometer. The driver must enter the correct PIN number (whether it be for the vehicle or the employees) in order to use the card. This security features add

restrictions and limitations to the use of the fuel cards in order to safeguard the County's interest as much as possible should the card be lost or stolen.

## **Card Capabilities**

Our card program offers comprehensive usage tracking and robust data capture. No matter where your vehicles are driven your team can depend on the James River Fleet Card for all their fuel needs. With our card program authorized County personnel will have access to our Online Portal. Here you have the ability for complete management of your account including:

- Real time account maintenance including card activation or cancellation
- Driver PIN management
- Real time authorization tools including:
  - Controls on fuel and other expenses
  - Dollar or transactions controls by day, week or month
- Comprehensive, customizable reports including transaction, card, driver, vehicle, exception and inventory reports

At the time of sale JRS is able to capture level three data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Our fuel card partner WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data includes but is not limited to:

- Fuel site
- Card number
- Vehicle number
- Driver
- Date and time
- Fuel type
- Quantity of fuel dispensed
- Vehicle odometer reading
- Pin number
- Fuel Pump Number
- Transaction Number
- Fuel Transaction Cost

Each card will have a toll-free customer service phone number that allows for manual authorizations if there are electronic authorization problems. All cards can be restricted at the card level based on the type of product. Cards can also have transaction limits including number of transactions per day, dollars per transaction and dollars per day.

## Account Management and Account Use

JRS will provide an on-line, real time, web-based secure fuel card management portal. The portal gives Hanover County personnel control over cards at both a driver and vehicle level. It also allows you to streamline account maintenance by providing customized card groupings and user interface profiles. The online account management tool provides access to all reports mentioned below. It shows the aforementioned Level III transaction data for all transactions at all retailers. The portal shows account activity in real time allowing you to view authorization and complete transaction information by multiple filter options such as time, card, driver, and/or vehicle for the last seven days. This gives transaction information prior to the information posting. It also allows real-time account maintenance including **card creation, cancellation or replacement and PIN management**. There are also real-time authorization tools to establish controls by fuel and other expenses, dollars, or transactions by day, week, month, and more. JRS will set up DSS officials with his/her own login and password to access the many valuable tools and resources online. With a proprietary card like the JRS Fuel Card, the fleet manager can implement controls to decline a transaction or provide alerts and exception reports when the purchase does not meet parameters. We have the ability to set purchasing controls including:

- Product Controls: groupings of like products separated by type such as services, fuels, oil and fluids, food, etc. Product Type Controls enable the fleet manager to limit transactions within WEX's pre-determined network of fuel and service vendors. For example, the fleet can block drivers from purchasing items such snacks and soft drinks
- Purchase controls: allow fleet managers to control the amount and frequency of purchases at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving your business money by limiting unauthorized purchases
  - Per transaction dollar limit
  - Per period dollar limit (Daily, weekly, twice monthly, monthly)
  - Per period # of transactions (Daily, weekly, twice monthly, monthly)
  - Total fuel per period (Daily, weekly, twice monthly, monthly)
  - Total non-fuel per period (Daily, weekly, twice monthly, monthly)
  - Total gallons per period (Daily, weekly, twice monthly, monthly)
  - Time of Day
  - Day of week

Should a driver fuel outside of their specific parameters JRS, in conjunction with WEX, offer exception reporting to immediately alert the fleet manager and allow him to identify, monitor, and correct adverse purchasing behavior. We can also set up fleet managers to receive real time alerts. Alerts are sent for situations that are outside of defined operational behavior – e.g., if a transaction exceeds a set dollar amount, occurs outside a specific time frame, or is not an allowed product type. If an exception occurs, the fleet manager receives an email or text within minutes. The

message provides details about the offending purchase and includes driver and vehicle information.

## **Reporting**

JRS will have a dedicated project manager assigned to your account to ensure our partnership is successful and that essential personnel receive the reporting necessary. Our online portal gives a full range of reports that help to analyze your fuel usage. We can create specialized reporting to satisfy all of your business needs such as:

- Invoice reports
- Inventory Reports – a complete listing of the cards, vehicles, or drivers in your program
- Card Report – gives a complete listing of the cards in the program
- Vehicle Report – gives a complete listing of the vehicles in your fleet
- Driver Report – gives a complete listing of the drivers in your fleet
- Transaction reports - give a comprehensive picture of the account including date, time, locations, type, and number of transactions and can be filtered by multiple parameters
- Driver reports – gives transaction history for specific drivers
- Card Reports – gives transaction history for a specific card
- Vehicle Reports – gives transaction history for specific a vehicle(s) in your program

We have the ability to provide multiple reporting levels for a single account. We can provide you with reports monthly, quarterly, semi-annually, annually, and/or for a specific date range. Specifically, we can provide a quarterly report including the division, department, card, pin, fuel type, transaction date, amount of transaction, and number of gallons. Reports will either be sent electronically or as a hard copy at the request of the County. JRS is also able to customize any report. Turnaround time for a custom report is typically about one week from initial request. This allows adequate time to fully understand the request and needs of the agency.

## **Process for New Cards**

If an agency needs a new card or a replacement the process is very quick and simple. All you must do is have an authorized representative either call or email in the request to the account manager. There is no cost for a replacement card. They also have the option of going to the online portal and requesting a card themselves. The level of self-service is at your sole discretion. Once the request is received we will have a new card to you in 48 hours with expedited overnight service available upon request.

## **Lost Cards**

If a card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number (800-492-0669). Open 24 hours a day, 365 days a year, our Customer Service Department is always available to handle the needs of the fleet. You can also notify JRS of the loss, theft, or unauthorized use of

any card through our online portal. Once a card is reported as lost or stolen, it is immediately deactivated and all future transaction attempts are declined. Replacement cards for lost or damaged cards will be received within forty eight hours of a request from an authorized fleet personnel.

### **New Pin Numbers**

JRS will set up all authorized program administrators and/or vehicles coordinators with access to the secure online web portal where pin numbers can be quickly established and activated/deactivated. Pin numbers will be a six digit all number ID that you can either assign or can be randomly generated. If access to the Internet is not available, our card specialist will be happy to assist in adding new pin numbers.

### **Invoices**

JRS can provide invoices for the county as a whole or per department and/or division on a weekly, biweekly, or monthly schedule. We can send electronic copies to as many individuals as required. The method of invoicing is at the discretion of the County. We can also provide monthly statements that show fuel purchases and applicable taxes per card. The report will identify the fuel cost by price per gallon and the number of gallons per month separated from the applicable taxes.

### **Payment**

JRS is able to accept payment by check, ACH, EFT, of credit cards

### **Customer Service Team:**

JRS will devote adequate personnel, in terms of number, expertise, and credentials, including a dedicated project manager, to perform all aspects of the required service. Your dedicated project manager, Bridget Bailey, will serve as main point of contact who will be available during business hours for consultation and support and has the expertise to "trouble shoot" any issue that arise related to the operation of this contract. Her contact information is as follows:

- Direct Line: 804-767-8170
- Cell Phone: 757-375-1525
- Email: bbailey@jrpetro.com

In that event that assistance is needed after normal working hours (8-5) we have an emergency on-call phone where a representative will answer. The phone number for the emergency phone is 804-393-1150. We also have a toll free number that clients can call if they have an issue at the pump. This number is printed on the back of the cards and will be answered 24/7/365.

### **Security Features**

Here at JRS we take card security very seriously. It is a constant concern with large fleets and we are always working to improve current features and add additional security while incorporating the newest technologies available. JRS recommends

utilizing all of our fuel card controls listed below. These settings can be controlled at a companywide level, by department, or on a card-by-card basis.

- Setting control parameters for fuel cards
- Maintaining an online database for the review of control parameters and changes by card number
- Utilizing card restrictions
- License Number, Vehicle Identification number, or license plate number.

These security features add restrictions and limitations to the use of the fuel cards in order to safeguard the County's interest as much as possible.

In addition to the controls you can set for each card we do an in-depth analysis on the vehicles in which the fuel cards will be used including the size of the tank on the vehicle. This provides us with an estimate of the per fill limit that should be assigned to each vehicle and thus restricting the opportunity for misuse.

JRS also recommends implementing a driver fuel policy. This sets the expectation with all drivers that you are monitoring fuel purchases and clearly states the repercussions for misuse of the fuel card program. We can provide a customized copy of the policy and have each of your drivers sign the agreement. JRS would be happy to assist with any necessary updates of the County's Fuel Card Policies and Procedures Manual.

### **Implementation and Training**

A dedicated James River Solutions Project Manager will oversee the implementation of our fuel card program. To begin the card roll-out, an in-person kick-off meeting or conference call will be arranged immediately upon award of the contract to discuss expectations, services, etc. A project manager will then request Hanover County DSS to provide driver information and any fueling preferences and restrictions. The project manager will document all information and create the fuel card account and physical cards within 14 days of receiving all information.

We are happy to distribute the fuel cards on site with informational sessions on how to use the fuel card, where to purchase fuel, how to trouble shoot any card issues, and how to retrieve any necessary reports/information online. This can also be accomplished via conference call or webinar for any personal not present for the initial roll out. The method of distribution and communication is at the discretion of Hanover County

The JRS welcomes the opportunity to train Hanover County DSS personal on how to get the most from our fuel program. The week of the roll out James River proposes conducting multiple in person training sessions on how to use the card and utilize the online portal. We will teach you step by step how to make changes to card settings, manage transactions, run and download all necessary reports, and avoid fraud and asses the risk for abuse. After the initial training James River Solutions proposes having quarterly training seminars and/or webinars to refresh users on the functionality of the website and any new features.

### **3. PRICING**

JRS would like to offer Hanover County a rebate based fuel pricing structure. Regardless of where the fuel is purchased at the end of the month JRS will issue Hanover County a \$0.05 rebate per gallon.

**Ponton, Trena A.**

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**From:** Ponton, Trena A.  
**Sent:** Friday, May 1, 2020 1:50 PM  
**To:** 'Bridget Bailey'  
**Cc:** Tracy Little  
**Subject:** RE: (James River Solutions) 2835TP RFP Fuel Card Program/System

Bridget and Tracy,

The County's Offeror Date Sheet has been accepted as proprietary/confidential information.

Thanks, Trena

**NOTE: The best and more effective way to communicate with me is by email; however, in case of an emergency you can reach me by calling my cell number (540) 538-8304**

*Trena A. Ponton, CPPB*

Purchasing Officer Senior  
Finance and Management Services Department  
Purchasing Division  
P. O. Box 470  
7507 Library Drive, 2<sup>nd</sup> floor  
(Chenault-Weems Building)  
Hanover, VA 23069-0470  
PH: (804) 365-6283  
FX: (804) 365-6100  
Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)  
Website: <http://www.hanovercounty.gov/>

*Hanover: People, Tradition and Spirit*

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**From:** Bridget Bailey <BBailey@jrpenergy.com>  
**Sent:** Friday, May 1, 2020 12:41 PM  
**To:** Ponton, Trena A. <taponton@hanovercounty.gov>  
**Cc:** Tracy Little <tracy@jrpenergy.com>  
**Subject:** Re: (James River Solutions) 2835TP RFP Fuel Card Program/System

Good afternoon Trena,

You are correct there are two attachments in eVA. The first is our response, the signed bid document, and the signed addendums. The second attachment is the list of all of the accepting locations in Virginia as was requested in the bid document.

Regarding the confidential/proprietary information, Attachment A contains current customers and all of their contact information. Not only are our references' personal contact information confidential and not intended to be posted on the internet, it also gives our competitors direct access to potential business leads. I was not able to provide a redacted copy as this was submitted electronically. Please let us know if you have any other questions or if I can provide any additional information. Have a great Friday!

---

**From:** Ponton, Trena A. <[taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)>  
**Sent:** Friday, May 1, 2020 12:34 PM  
**To:** Bridget Bailey <[BBailey@jrpenenergy.com](mailto:BBailey@jrpenenergy.com)>  
**Cc:** Tracy Little <[tracy@jrpenenergy.com](mailto:tracy@jrpenenergy.com)>; Ponton, Trena A. <[taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)>  
**Subject:** RE: (James River Solutions) 2835TP RFP Fuel Card Program/System

Bridget and Tracy,

I retrieved your proposal for the above referenced RFP, but there were 2 attachments in eVA and they appear to look the same. Was this an error or is there is a change but I just overlooked the difference? Also, you requested our Attachment A – Offerors Data sheet to be proprietary/confidential information; however you did not provide a redacted copy as stated required. So, I must ask for an explanation why you believe the information to be proprietary/confidential? If the justification is valid, I will try and figure out how I can remove it before posting for public view should your company be awarded the resulting contract.

Thanks, Trena

**NOTE: The best and more effective way to communicate with me is by email; however, in case of an emergency you can reach me by calling my cell number (540) 538-8304**

*Trena A. Ponton, CPPB*

Purchasing Officer Senior  
Finance and Management Services Department  
Purchasing Division  
P. O. Box 470  
7507 Library Drive, 2<sup>nd</sup> floor  
(Chenault-Weems Building)  
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Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)  
Website: <http://www.hanovercounty.gov/>

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**From:** Ponton, Trena A.  
**Sent:** Thursday, April 16, 2020 12:59 PM  
**To:** Bridget Bailey <[BBailey@jrpenenergy.com](mailto:BBailey@jrpenenergy.com)>  
**Cc:** Tracy Little <[tracy@jrpenenergy.com](mailto:tracy@jrpenenergy.com)>; Ponton, Trena A. <[taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)>  
**Subject:** (James River Solutions) 2835TP RFP Fuel Card Program/System

This is a courtesy email notification. Not sure if I notified you the contract was being resolicited, but just in case. Attached is the solicitation and associated addendums.

Trena

**NOTE: The fastest and best way to reach me is by email. Please consider emailing before calling.**

*Trena A. Ponton, CPPB*

Purchasing Officer Senior  
Finance and Management Services Department  
Purchasing Division

P. O. Box 470  
7507 Library Drive, 2<sup>nd</sup> floor  
(Chenault-Weems Building)  
Hanover, VA 23069-0470  
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Email: [taponton@hanovercounty.gov](mailto:taponton@hanovercounty.gov)  
Website: <http://www.hanovercounty.gov/>

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**FEE SCHEDULE**  
**Contract #20-07-2835**

**Client Monthly Fuel Card System/Program**

**Term: July 1, 2020 through June 30, 2023, with two (2) successive three (3) year renewals available**

**Contractor Information:**

Name: James River Solutions (eVA E67042)  
Address: 10487 Lakeridge Parkway, Suite 100  
Ashland, VA 23005  
Contact: Tracy Little, President  
Contact: Bridget Bailey, Senior Project Manager  
Email: [bbailey@jrpenegy.com](mailto:bbailey@jrpenegy.com)  
PH: (804) 767-8170  
FX: (804) 359-6307

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Regardless where fuel is purchased, at the end of the month the Contractor will issue the County a \$0.05 rebate per gallon.



































































































