FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION

320 Hospital Drive Ste. 23 Warrenton, Virginia 20186

Phone: (540) 422-8353 Fax: (540) 422-8355

NOTICE OF CONTRACT RENEWAL

1. DATE: February 27, 2023

2. COMMODITY NAME: Off-Road Diesel

3. CONTRACT NUMBER: 36-19tpc

4. SUPERCEDES: 21-14bwc

5. CONTRACT PERIOD: November 14, 2018 through November 13, 2019

1st RenewalNovember 14, 2019 through November 13, 20202Nd RenewalNovember 14, 2020 through November 13, 2021

3rd Renewal November 14, 2021 through November 13, 2022 4th Renewal November 14, 2022 through November 13, 2023

6. RENEWAL OPTIONS: Zero renewal options

7. CONTRACTORS: Primary Contractor: MOC-36-19tpc

VN: 630866 Morgan Oil Corporation

P.O. Box 100

Marshall, VA 20116 Attn: Molly Morgan, CEO

Email: molly@morganoilcorp.com

Ph.: 540-364-1591 Fx: 540-364-1437

Secondary Contractor: JRS-36-19tpc

VN: 645828 James River Solution

10487 Lake Ridge Parkway

Ashland, VA 23005

Attn: Tracy Little, Managing Partner Email: bbailey@jrpenergy.com

Ph.: 804-358-9000

Fx: 804-359-6307

8. TERMS: Net 45 days

9. DELIVERY: Automatic Fill or On-Call Basis

10. FOR FURTHER INFORMATION CONTACT: Kathy H. Stanley, CPPB

Senior Buyer PH (540) 422-8354

Kathy.stanley@fauquiercounty.gov

11. NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC-SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

INSTRUCTIONS

- 1. Orders: All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS Procurement Procedures Manual. An exception to this shall be the use of the pre-approved utilities voucher by the Contract Administrator only. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
- 2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a "Not to exceed" estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
- 3. Inspection on delivery and approval of contractor's invoice is the responsibility of the receiving using department.
- 4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG&PS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via email, fax, or courier.
- 5. <u>Renewals:</u> As stated on the face of this notice, one (1) renewal remaining on this contract. A renewal notification, based on input requested from the using departments, will be issued approximately thirty to sixty days in advance of the expiration date of the current term.
- 6. <u>Fuel Price:</u> Total selling price is calculated using the base purchase price per gallon plus the firm, fixed net differential price. Base purchase price will fluctuate with the weekly posting of the Rack Average Category of the OPIS Average from the Fairfax, VA, Baltimore, MD, or the closest terminal with available product on the day of the delivery, as stated in the original bid document. Differential prices are as follows:

| | Primary: Morgan Oil | Secondary: James River |
|-----------------|--------------------------------|--------------------------------|
| | \$0.1045/gallon + Rack Average | \$0.1120/gallon + Rack Average |
| Off-Road Diesel | Category of the OPIS Average | Category of the OPIS Average |

- 7. <u>Price Adjustments:</u> Changes to the net differential price of the total selling price may be negotiated during the ninety (90) day period prior to the expiration date of each contract period. All price increases must be approved by the contract administrator. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.
- 8. <u>Use of Contract by Other Political Jurisdictions:</u> Per #40 of the General Terms, Conditions and Instructions to Bidders/Offerors of IFB #36-19tp, which became part of this contract. This contract may be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. FCG&PS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions.

#36-19tpc Off-Road Diesel

LOCATION TABLE for OFF-ROAD DIESEL

Section B: School Locations for Emergency Generators (Off-Road Diesel)

| <u>Location</u> | Size/Type of Tank | Estimated Annual Use |
|--|---|-----------------------------|
| Claude Thompson Elem. School (*) 3284 Rectortown Road Marshall, VA 20115 | 350-gallon tank | |
| Warrenton Middle School (*) 244 Waterloo Street Warrenton, VA 20186 | 138-gallon auxiliary tank (maximum fill level of 106 gallons) | |
| Kettle Run High School (*) 7403 Academic Avenue Nokesville, VA 20181 | 966-gallon Subbase Fuel Tank | |
| Greenville Elementary School (*) 7389 Academic Avenue Nokesville, VA 20181 | 286-gallon subbase fuel tank | |

Section D: County Locations for Emergency Generators (Off- Road Diesel)

| <u>Location</u> | Size/Type of Tank | Estimated Annual Use |
|--|------------------------|---|
| Alice Jane Child Office Building (*) | | 111111111111111111111111111111111111111 |
| 320 Hospital Building | 200-225 gallon | |
| Warrenton, VA 20186 | (approximate) | |
| Bealeton Library (*) | | |
| 10877 Willow Drive | 150-gallon auxiliary | |
| Bealeton, VA 22712 | tank | |
| Fauquier County Environmental Services - C&D Recycling (**) | | |
| 8499 Bingham Road | | |
| Warrenton, VA 20186 | 500-gallon AST | 26,000 gallons |
| Fauquier County Environmental Services - Landfill (**) | | - |
| 8499 Bingham Road | | |
| Warrenton, VA 20186 | 500-gallon AST | 26,000 gallons |
| Fauquier County Environmental Services Transfer Station (**) | | |
| 8499 Bingham Road | | |
| Warrenton, VA 20186 | 500-gallon AST | 26,000 gallons |
| Fauquier County Detention Center | 150-gallon tank | |
| 50 Lee Street | concealed in the | |
| Warrenton, VA 20186 | Emergency | |
| | Generator | |
| EMS Station/EOC Tufs Building (*) | | |
| 210 Hospital Drive | 350-gallon tank in the | |
| Warrenton, VA 2018 6 | rear of the building | |
| Northern Fauquier Community Park (*) | 200 gallons for sewer | |
| 4155 Monroe Parkway | lift station located | |
| Marshall, VA 20115 | near entrance | |
| Harvey Pearson Armory | 400 gallons | |
| 692 Waterloo Road | Maintenance has key | |
| Warrenton, VA 20186 | located at 98 Manor | |
| | Court | |

1