



**ARLINGTON
VIRGINIA**

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF RIDER CONTRACT

TO: MANSFIELD OIL COMPANY OF
GAINESVILLE, INC.
1025 AIRPORT PARKWAY, SW
GAINESVILLE, GEORGIA 30501

DATE ISSUED:

JUNE 22, 2022

CURRENT REFERENCE NO:

23-DES-R-299

CONTRACT TITLE:

CONSIGNMENT FUEL AND
FUEL CARD SERVICES

**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA

LEAD AGENCY CONTRACT NUMBER: E194-91679

EFFECTIVE DATE: DECEMBER 22, 2022

EXPIRES: APRIL 5, 2026

RENEWALS: THREE (3) ADDITIONAL TWO (2) YEAR RENEWAL PERIODS REMAINING

COMMODITY CODE(S): 40515, 94670

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-91679

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE
GENERAL PUBLIC.**

VENDOR CONTACT: DAN LUTHER

VENDOR TEL. NO.:

(800) 695-6626

EMAIL ADDRESS: MOCBIDS@MANSFIELDOIL.COM

COUNTY CONTACT: MATTHEW DAVILA, DES – EQUIPMENT
BUREAU

COUNTY TEL. NO.:

(703) 228-6467

COUNTY CONTACT EMAIL: CMDAVILA@ARLINGTONVA.US



COMMONWEALTH of VIRGINIA

*Department of General Services
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO
Deputy Director

P. O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

NOTICE OF AWARD

Contract No. E194-91679

Date: March 21, 2022

eVA Vendor No. C23016

Name: Mansfield Oil Company of Gainesville, Inc.
Address: 1025 Airport Parkway, SW, Gainesville, Georgia 30501

Proposal Response Date: October 5, 2021

In Response to: RFP 1094

To Furnish: Consignment Fuel and Fuel Card Services

During the Period: April 6, 2022 through April 5, 2026

A handwritten signature in blue ink, appearing to read 'Ryan Thompson', written over a horizontal line.

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

COMMONWEALTH OF VIRGINIA
CONTRACT NO. E194-91679

This is a Contract between the Department of General Services, Division of Purchases and Supply acting as an agent of the Commonwealth of Virginia (the "Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Mansfield Oil Company of Gainesville, Inc. (the "Contractor" or "Mansfield"), for the provision of Consignment Fuel and Fuel Card Services, pursuant to the Commonwealth's Request for Proposal No. 1094, dated August 6, 2021 as modified by Addendum 1 on August 31, 2021, Addendum 2 on September 13, 2021, and Addendum 3 on September 24, 2021 (the "RFP") and the Contractor's proposal, dated October 5, 2021 in response thereto.


THEREFORE, in consideration as set forth above and good and valuable consideration as set forth below, the parties agree as follows:

- A. **Scope of Contract.** The Contractor shall provide the Consignment Fuel and Fuel Card Services to the Commonwealth as set forth in the Contract Documents enumerated in Section D below.
- B. **Period of Performance.** The Contract shall be effective from April 6, 2022 through April 5, 2026. All orders and related documents shall survive the period of performance stated in this section until such time as all orders executed prior to the expiration date of the Contract have been completely performed.
- C. **Contract Renewal.** The Contract may be renewed for up to three (3) additional two (2) year successive periods under the terms and conditions of the current Contract and upon mutual written agreement between the parties.
- D. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest. All of these documents are incorporated herein by reference.
 - 1. This signed form;
 - 2. The Negotiation Summary with revised Pricing Schedule dated February 24, 2022;
 - 3. The following portions of the Request for Proposal dated August 6, 2021
 - (a) The Reporting and Delivery Requirements,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions; and
 - 4. The following portions of the Contractor's Proposal dated October 5, 2021
 - (a) The response to the RFP Statement of Needs,
 - (b) Attachments: Addendum 1, 2, & 3; B. Proprietary Information Identification, C. Vendor Data Sheet, E. State Corporation Commission Form, G. Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process, and
 - 5. Any portion of the Request for Proposal's Statement of Needs that was not modified by any of the above referenced documents

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

For the COMMONWEALTH OF VIRGINIA:

By:  4/4/2022
(Signature in ink) Date

Andy Milton
(Typed name)

SVP, Supply & Distribution
(Typed title)

By:  4-5-2022
Ryan Thompson Date
Statewide Sourcing & Contracting Officer

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.



COMMONWEALTH of VIRGINIA

Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO
Deputy Director

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Richmond, VA 23218-1199
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RFP 1094 Negotiation Summary

The Commonwealth and Mansfield Oil Company have performed the following negotiations in relation to RFP 1094, Consignment Fuel and Fuel Card Services. The Commonwealth and Mansfield Oil Company agree to accept the responses to the Negotiation Points, included here beginning on page 3, and to proceed with the Market-Based Tiered Pricing proposal from Mansfield Oil Company, included in this document on page 6, while maintaining the following guidelines:

- A four (4) week notice from the Commonwealth requesting is required before the effective date of the Market-Based Tiered Pricing. Standard pricing shall apply prior to that date.
- Billing shall be on the first and 15th each month.
- On the effective date of this pricing structure, the prior month's OPIS Retail Datahouse statewide monthly average retail margin (weighted by zip code based on Commonwealth usage) will be used to determine the corresponding statewide Adder per the attached pricing sheet. This Adder will be added to the daily OPIS Richmond Wholesale Gross Closing Average to determine the price paid by Virginia fuel card users until reassessed.
- Ten (10) business days into the next month, the Adders will be reassessed using the prior month's OPIS Retail Datahouse statewide monthly average retail margin (weighted by zip code based on Commonwealth usage) which will determine the corresponding statewide Adder per the attached pricing sheet until reassessed.
- This process shall repeat each month until mutual agreement by the parties to utilize a different pricing structure as proposed during the RFP process, such as the Retail Discount Structure.
- While the attached pricing sheet (page 6) only captures a subset of tiers the tiers shall be expanded, either higher or lower at the same structure, to capture the appropriate OPIS Retail Datahouse reported margin when needed.
- OPIS Retail Datahouse captures "Gas" margins only, so all grades of gasoline and both RFG and non-RFG gas shall use the Gas OPIS posting to determine the corresponding Adder.

-Signatures on Next Page-

The Commonwealth of Virginia and Mansfield Oil Company have reviewed and agree to the included points in relation to RFP 1094.

Mansfield Oil Company Representative: Dan Luther February 24th, 2022
(Signature) (Date)

Commonwealth of Virginia Representative: Yu Thompson 2-24-2022
(Signature and Date)

**RFP 1094 Negotiation Points
Mansfield Oil Company Response**

1. The Commonwealth requests that offerors provide an OPIS differential for the whole state (not per district or region). Can your firm do this? If so, please provide that rate.
 - ▶ Yes, Mansfield can provide a single OPIS differential by product statewide. Please see the included pricing worksheet for those differentials.
2. Regarding the OPIS differential, are you able to provide a more competitive differential or is the differential in your proposal the best your firm can offer?
 - ▶ Yes, Mansfield is willing to reduce the differentials presented in our original offer by \$.0075 per gallon across the board.

Mansfield is also willing to consider a more competitive differential if the Commonwealth is willing to consider a tiered approach to pricing. With this structure, differentials would increase or decrease based on escalating or deescalating Virginia retail margins as captured by OPIS's Retail Datahouse independent third party pricing. This would allow the Commonwealth to achieve lower pricing if retail margins fall and Mansfield believes this is an equitable approach which ensures a competitive differential that is market based over the life of the contract. Mansfield can propose this tiered structure if the Commonwealth is interested in exploring it further.

3. The RFP states that the OPIS differential shall be based on the daily OPIS average. During the course of the contract, the Commonwealth may need to switch to the weekly OPIS average. Is your firm able to switch to the weekly OPIS average if requested? If changing from daily to weekly impacts your price, please provide your weekly differential.
 - ▶ Mansfield can switch to a weekly OPIS average for both the consigned fuel and retail fuel card pricing during the contract provided adequate notice of three to four weeks. The change to weekly pricing does not impact the differentials offered.
4. Regarding your Retail Discount, is your firm able to provide a greater discount than was in your proposal?
 - ▶ Yes, Mansfield can provide greater Retail based discounts. Mansfield can offer a discount of \$.0210 per gallon off the posted retail price as a gallon-based retail discount. Alternatively, Mansfield can also offer a discount of .75% off the posted retail price for a percentage-based retail discount. This percentage structure allows for a larger rebate as retail prices increase. It should be noted that the retail price off which either discount is made can be independently validated at any time through a digital "receipt" for each transaction captured by Voyager.

5. If awarded the contract, how does your firm plan on transitioning from the current system to the system you proposed?
 - ▶ As the incumbent vendor, very little transition is required with no impact to existing Commonwealth card users as new cards would not be issued. Nonetheless, Mansfield handles any contract change through a prescribed onboarding process to capture requirement changes. For example, pricing would need to be updated and if the Commonwealth elects to utilize electric vehicle charging Mansfield's fuel card team would need to initiate the process to establish and link a Chargepoint account to the Commonwealth's Voyager account. Beyond these supplementary changes no significant or disruptive conversions would be required to ramp up to a different system.
6. How quickly can you generate a fuel card after receiving the request?
 - ▶ If a card is ordered before midday it will ship same day. If a card is ordered after midday it will ship out the following business day. Standard shipping time applies for the card to arrive at the destination.
7. Are there any other added benefits your firm can bring to this contract?
 - ▶ Mansfield brings a wide variety of benefits, many of which were covered in its Proposal, to this contract. This includes Mansfield's proprietary online portal FuelNet with robust data capture and reporting, fleet management software integration, fuel price risk management, and more.

Of note, Mansfield believes that the Commonwealth would benefit from a consolidated statewide retail and backyard fuel program by expanding consigned inventory. The opportunity to combine a backyard fuel program with a commercial retail offering provides an ideal blend of low-cost, secure, and efficient transactions at backyard sites while still offering supply at commercial retail locations for needed flexibility.

The Commonwealth can turn state owned fueling locations into its own backyard fueling network. The same Voyager fuel card that works at retail stations today can be utilized at backyard card readers to authorize transactions. With Mansfield as the consigned fuel vendor at these locations, we can facilitate multi-agency billing at these sites when the fuel is pumped handling all transaction management for both backyard and retail transactions in FuelNet. This means hundreds of agencies can leverage existing backyard fueling assets to pay lower wholesale prices, enhance operational efficiency, and reduce fraud. Moreover, if Mansfield were to consign the inventory, the purchase of that product would represent a significant working capital injection for the Commonwealth.

OPIS PRICING FOR:

10/1/2021

RETAIL

BASED ON RICHMOND WHOLESALE GROSS CLOSING AVERAGE

DATE OF PURCHASE

Saturday and Sunday's Pricing Based on Friday

Statewide	UNL 87 w/10% Eth	MID 89 w/10% Eth	PRM 93 w/10% Eth	87 UNL RFG	89 MID RFG	93 PREM RFG	ULSD
Richmond OPIS	2.1976	2.4040	2.7587	2.2218	2.4088	2.7447	2.3830
Adder	0.3782	0.4105	0.3954	0.3880	0.4294	0.4052	0.4482
Total	2.5758	2.8145	3.1541	2.6098	2.8382	3.1499	2.8312

ALL Districts

Out of State Purchases	UNL 87 w/10% Eth	MID 89 w/10% Eth	PRM 93 w/10% Eth	87 UNL RFG	89 MID RFG	93 PREM RFG	ULSD
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All out of state transactions will be billed at cost less federal excise taxes.

Market-Based Tiered Pricing

OPIS PRICING FOR:

10/1/2021 RETAIL

BASED ON RICHMOND WHOLESALE GROSS CLOSING AVERAGE

DATE OF PURCHASE

Saturday and Sunday's Pricing Based on Friday

Statewide

Richmond OPIS

Adder (assessed monthly)

Total

UNL 87 w/10% Eth 2.1976	MID 89 w/10% Eth 2.4040	PRM 93 w/10% Eth 2.7587	87 UNL RFG 2.2218	89 MID RFG 2.4088	93 PREM RFG 2.7447	ULSD 2.3830
See below tables	See below tables	See below tables	See below tables	See below tables	See below tables	See below tables

ALL Districts

Out of State Purchases

UNL 87 w/10% Eth	MID 89 w/10% Eth	PRM 93 w/10% Eth	87 UNL RFG	89 MID RFG	93 PREM RFG	ULSD
All out of state transactions will be billed at cost less federal excise taxes.						

Tiered Pricing Tables

*The below tables are not meant to be exhaustive and can be continued either higher or lower based on the same tier structure to determine the appropriate Adder

UNL 87 w/10% Eth

OPIS Virginia Retail Margins (prior month avg)	Adder
\$.4381 to \$.4880	\$ 0.5148
\$.3881 to \$.4380	\$ 0.4648
\$.3381 to \$.3880	\$ 0.4148
\$.2582 to \$.3380	\$ 0.3648
\$.2282 to \$.2581	\$ 0.3348
\$.1982 to \$.2281	\$ 0.3048
\$.1682 to \$.1981	\$ 0.2748

For the below gasoline products, the UNL 87 w/10% Eth tiers will be used by adding the below Diff to the corresponding UNL 87 w/10% Adder

Product	Incremental Diff
MID 89 w/10% Eth	\$ 0.0323
PRM 93 w/10% Eth	\$ 0.0172
87 UNL RFG	\$ 0.0098
89 MID RFG	\$ 0.0512
93 PREM RFG	\$ 0.0270

ULSD

OPIS Virginia Retail Margins (prior month avg)	Differential
\$.6218 to \$.6517	\$ 0.6882
\$.5918 to \$.6217	\$ 0.6582
\$.5618 to \$.5917	\$ 0.6282
\$.5318 to \$.5617	\$ 0.5982
\$.5018 to \$.5317	\$ 0.5682
\$.4718 to \$.5017	\$ 0.5382
\$.4418 to \$.4717	\$ 0.5082
\$.4118 to \$.4417	\$ 0.4782
\$.3319 to \$.4117	\$ 0.4482
\$.2819 to \$.3318	\$ 0.3982
\$.2319 to \$.2818	\$ 0.3482
\$.1819 to \$.2318	\$ 0.2982

*Feb 2022 pricing tier based on the Jan 2022 weighted average



COMMONWEALTH OF VIRGINIA

DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219-1199

REQUEST FOR PROPOSAL (RFP) # 1094

Consignment Fuel and Fuel Card Services

Issue Date: August 6, 2021 • Due Date/Time: September 2, 2021 5:00 PM

Contract Officer: Ryan Thompson • Email Address: Ryan.Thompson@dgs.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED: All Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

PERIOD OF CONTRACT: The initial period of the contract will be from Contract Award through a four (4) year period, with three (3) optional two-year renewal periods.

PROPOSAL SUBMISSION: All proposals must be received by the date and time shown for this solicitation by the following means listed below. Any proposals received after the stated time and date will be marked late and retained unopened in the file.

Delivery address:

All proposals shall be submitted in eVA, Virginia's electronic procurement solution. Refer to section IV. Proposal Preparation and Submission Instructions.

INQUIRIES FOR INFORMATION: Questions regarding the solicitation **must be submitted in writing only** to Ryan Thompson via email at ryan.thompson@dgs.virginia.gov no later than 5:00PM on August 26, 2021. Offeror should identify the email by noting the solicitation number "RFP #1094" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Offeror will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements, will only be changed by formal written addendum to the solicitation.

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on August 18, 2021 at 11:00AM online. See Section VII for additional information.

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name of Firm: Mansfield Oil Company of Gainesville, Inc.
Street: 1025 Airport Parkway, SW
Street: _____
City/State: Gainesville, GA
Zip Code: 30501
eVA ID: C23016
DUNS: 03-372-3990

Authorized Signature: 
Printed Name: Dan Luther
Title: VP, Government Sales
Date: 10/05/2021
Phone Number: 800-695-6626
Email Address: mocbids@mansfieldoil.com

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, [§2.2-4343.1](#) or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e. in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in the Request for Proposal.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with one qualified supplier through competitive negotiations to provide Consignment Fuel Services and Fuel Card Services to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia [§2.2-1110](#), [2.2-1120](#), and [2.2-4301](#).

Any contract that may result from this solicitation will be a mandatory-use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

II. BACKGROUND AND/OR HISTORICAL SALES DATA:

- Consignment Fuel Background:
 - Office of Fleet Management Services (OFMS) currently uses the Veeder Root Fuel Monitoring System at its facility, to monitor two 8,000-gallon fuel tanks. Tank levels are communicated to current supplier through remote network communications. When fuel reaches 2,000 gallons remaining in the tanks, Contractor schedules delivery of fuel.
 - Drivers currently use a fuel card (Point of Sale) at the Office of Fleet Management Services fuel pumps. There are approximately 2,858 gallons dispensed from OFMS pumps monthly, with average fill per vehicle at 8.6 gallons per transaction.
 - Fuel dispensing equipment is owned and maintained by the Department of General Services, Office of Fleet Management Services, however the Veeder Root Fuel Monitoring Equipment is owned by the current Consignment Fuel Contractor. Veeder Root Tank Monitoring System is TSL-350 model and the fueling dispensers are Gasboy Model 9852AXTW1 DFC.
- Fuel Card Program Background:
 - DGS/OFMS is responsible for the inventory, maintenance and operation of approximately 4,000 vehicles operated across the Commonwealth of Virginia as well as the management of fuel contracts. Half of these vehicles are assigned to state agencies and institutions of higher education in the Central Virginia area (Richmond and surrounding counties). The remainder is assigned to state agencies and institutions of higher education in other areas of the Commonwealth.
 - The Commonwealth of Virginia currently utilizes a Voyager Fuel Card program that is used by all state agencies and is open for use by localities and other authorized users across the Commonwealth.

- Since 2010 and the duration of the contract, 237 million dollars passed through the contract.

III. STATEMENT OF NEEDS:

Offerors shall provide proposals for both a Consignment Fuel Program and a Fuel Card Program. The specific requirements for both programs are below.

1. Consignment Fuel Services

The contractor shall furnish gasoline on a consignment basis, including all labor, materials, travel, etc., to the Office of Fleet Management Services location at 2400 West Leigh Street, Richmond, Virginia.

- a. Fuel Requirement: A licensed Motor Fuel Transporter shall deliver reformulated unleaded 87 Octane Fuel. The Contractor shall have the capability of selling other fuel in case the needs of the Commonwealth change.
- b. Trucks and Delivery:
 - i. Trucks delivering product shall be in good repair and operated by trained personnel.
 - ii. For the purpose of verification by the OFMS, and at no additional cost to the state agency, all Tank Wagon delivery vehicles shall be equipped with a metered pump. Transport delivery vehicles may be equipped with a metered pump.
 - iii. The contractor/delivery driver shall take a reading of tank levels before and after delivery and provide to OFMS.
 - iv. Contractor shall be responsible for scheduling deliveries and ensuring a minimum of 2,000 gallons of fuel in each tank at all times at the consignment fuel site. If Contractor fails to keep up deliveries, then a disincentive of \$1,000.00 will be applied to the contract everyday all tanks remain below the minimum. This fee will not apply in emergency situations where fuel has become scarce generally.
- c. License and Certifications:
 - i. Contractor shall hold all required licenses and adhere to all relevant local, state, and federal regulations. Failure by the contractor to hold a required license during the life of the contract may result in cancellation of the contract.
- d. Samples:

Samples may be taken from delivery trucks for testing by an Independent Lab and by the Dept. of Agriculture and Consumer Service for compliance with specifications as listed in the bid. Any fuel that does not meet the specifications must be pumped out of tanks and replaced at the expense of the Contractor. Any expenses incurred by state agencies or other public bodies due to the above will also be at the expense of the Contractor. If the sampling is requested by Commonwealth and is deemed acceptable, costs of testing are to be covered by requestor if no issues are discovered during testing. Additives will not be dumped at the site. All additives are to be splash blended prior to delivery. Office of Fleet Management Services have the right to request a sample of gasoline prior to awarding the contract or at any time during the contract period.
- e. Contractor shall provide and be responsible for all components – fuel card reader, inventory management and tank compliance equipment. All equipment shall be compatible and work remotely.

- f. Consignment Fuel Pricing:
 - i. Consignment prices shall not include consignment metering equipment.
 - ii. Consignment fuel prices shall be based on the Oil Price Information Service (OPIS) daily closing average price for the Richmond Rack location for the day the fuel is pumped from the tank. In the event fuel is pumped on a day prices are not published the previous published date shall be used. This is the same as a transaction from a retail gas station in the Richmond area through the Fuel Card Pricing.

2. Fuel Card Services

The Offeror shall provide a fuel card program, including all labor, materials, travel, etc., to Commonwealth of Virginia state agencies and other public bodies on an as-needed basis. This includes unleaded fuel (87, 89 and 93 octane) gasoline, reformulated gasoline, diesel motor fuel, electric charging stations, other motor fuels that may be available in the future, and any other alternative fuel products (see d. Alternate Products below).

a. General Requirements:

- i. Fuel cards/Radio Frequency Identification (RFID) shall be usable at most branded stations, commercial fueling stations and many other convenient locations, public charging stations throughout Virginia.
- ii. Fuel Card Program shall support out of state purchases at major fuel retailers.
- iii. Customer Service availability 24/7, 365 days a year. All cardholders shall be able to speak directly with a customer service representative about account issues.
- iv. Electronic transfer of all data – monthly containing all records in the current billing cycle in a format that can be upload into AssetWorks M5 fleet management system.
- v. Fuel Card Program shall have Card Restrictions Capability such as monthly spend limit, daily transaction limit, monthly transaction limit
- vi. Provide web-based access for state program administrators
- vii. Ensure System compatibility with existing state and other public body private site electronic card readers and software currently in operation.
- viii. Fuel Card Program card shall be usable at new retail and Commonwealth owned electric charging stations that may appear during the life of this contract. Over the course of the contract, Commonwealth Agencies may replace their fuel sites with electric charging stations and the Fuel Card shall handle transactions at these sites as well as the previous gasoline and diesel transactions.

b. Gasoline and Diesel Pricing:

Fuel Card Program prices shall be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 p.m. Eastern Time for the Richmond rack location. If the OPIS publication is not published for any given day, the previous day's publication will be used in determining the daily price.

Out-of-State Purchases: The Fairfax, Virginia rack location and adder (Northern Virginia) will be used to base pricing for fuel-card program users who travel outside of Virginia.

- c. Electric Charging Station Pricing: Offerors shall provide a pricing structure for electricity from electric charging stations as part of Tab 5 of their proposal.
- d. Alternative Products: without a solid OPIS reference, including maintenance, purchased at retail shall be priced at cost less applicable taxes that the agency is exempt. Alternative products include but are not limited to the following: E85, CNG, Biodiesel, Ethanol, Avgas, Jet Fuel and Propane.
- e. Non-Fuel Products: All non-fuel products (DEF, etc.) that are purchased at retail locations will be a straight pass through with a \$2.00 per transaction markup to cover interest and billing charges.
- f. Rebate Program: Rebates shall occur through a monthly credit invoice or check to DGS. The Offeror's proposed rebate structure shall be included in Tab 5 of the proposal.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Instructions:

1. RFP Response: In order to be considered for selection, Offerors must submit to the issuing agency a complete response to this RFP as follows:
 - a. One (1) full digital original marked "ORIGINAL".
 - b. One (1) redacted digital copy marked "REDACTED". The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted versions of the proposal must be carefully edited, altered, and refined by the Offeror in order to protect and maintain complete confidentiality of protected information. The issuing agency will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror.
 - c. The entire proposal response shall be limited to seventy-five (75) typed, single sided, pages. Attachments required to be returned do not count towards page count.
 - d. Page size shall be 8½ x 11 inch (larger pages are allowed for figures or tables, but they must be used sparingly).
 - e. At least 11 point font shall be used.

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

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the issuing agency 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 issuing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP, should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. 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 Offeror’s proposal.
 - e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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. Offeror shall complete and return Attachment B – Proprietary and Confidential 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.
3. Offeror Submission Requirements:
- a. RFP# 1094 is an invitation for an electronic sealed response; therefore, proposals

submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Sealed proposals will be received until the closing date and time provided in the solicitation. Any proposal received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Offerors should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.

Offerors are solely responsible for reviewing, complying, and returning a complete proposal. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

- b. Electronic proposal submission with required documents attached is required. Offeror must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If an Offeror need assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

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

B. Specific Proposal Submission Instructions:

Proposals should be as thorough and detailed as possible so that the issuing agency may properly evaluate your capabilities to provide the required goods and/or services. The issuing agency has identified a number of items that must be addressed in the proposal as Submission Requirements. Offerors should respond to these by identifying the TAB number, the Submission Requirement followed by the Offeror's response. Offerors should not conclude that responding to each submission requirement will result in a complete proposal, as there other requirements for response within the solicitation than these items. Offerors are required to submit the following items as a complete proposal (organized under the following Section Tabs):

TAB 1: RFP, Addenda, and Attachments

- A. Return the RFP Cover Sheet (Page 1) and all addenda acknowledgments, if any, signed and completed.
- B. Return Attachment A – Exceptions to RFP #1094 completed
- C. Return Attachment B – Proprietary and Confidential Information completed
- D. Return Attachment C – Vendor Data Sheet completed
- E. Return Attachment D - Small Business Subcontracting Plan (refer to TAB 6)
- F. Return Attachment E – State Corporation Commission Form completed
- G. Return Attachment F – Pricing to be completed and included as part of Tab 5
- H. Return Attachment G - Certification of Compliance with Prohibition of Political Contributions and Gifts during the Procurement Process completed and signed

TAB 2: Specific Plan or Methodology/Approach

Describe your firm's approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Additionally, your proposal shall cover how your firm plans to handle the changing nature of the fuel market. The Commonwealth expects more vehicles to be electric in the future and wants to see how Offerors plan to accommodate change and future improvements into the contract.

TAB 3: Qualifications and Experience of Firm

Describe your firm's background, experience, and qualification related to this type of goods/services that should include, but not be limited to, the following:

A. Organizational Structure

- 1. Provide a detailed written narrative statement of the firm's organizational structure and history, locations, including the principals and their background.
- 2. If the company is a wholly-owned subsidiary of a 'parent' company, then it must provide all information required on both firms. Include the legal name and address and the legal form of company (partnership, corporation, joint venture, etc.).

3. If proposing in a joint venture, then identify all members of the joint venture and provide all information required within this section for each member of the venture.

B. Demonstrated Knowledge and Experience of Firm

1. Provide a detailed narrative describing the firm's qualifications and background in providing the type of goods/services required in the Statement of Needs.
2. Describe specialized experience in the type of goods/services required in the Statement of Needs.

C. Litigation

Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition.

D. Clients

1. Provide a list of all the Offeror's clients comparable to the Commonwealth indicating the length of service with each account.
2. Provide a list of all clients lost within the last three (3) years which include:
 - a. A contact name and telephone number
 - b. Length of service at the account
 - c. Reason for loss

TAB 4: Qualifications and Experience of Key Personnel

Provide a written narrative statement to include:

- A. The experience of the personnel to perform the services in providing and supporting Consignment Fuel Services described in the Statement of Needs.
- B. The experience of the personnel to perform the services in providing and supporting the Fuel Card Services described in the Statement of Needs.

TAB 5: Proposed Pricing

Offeror shall include the completed Pricing Attachments F along with any other requested pricing data as part of this tab.

TAB 6: Small Business Subcontracting Plan

- A. Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation.
- B. Return Attachment D – Small Business Subcontracting Plan completed.

TAB 7: Appendices, Data and Other Submissions

Include any other appendices, data and other information necessary to support Offeror's proposal.

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA:

Proposals shall be evaluated by the evaluation team using the following criteria:

	POINT VALUE
1. Specific Plan or Methodology/Approach	20
2. Qualifications and Experience of Firm	20
3. Qualifications and Experience of Key Personnel	20
4. Proposed Pricing	20
5. Small Business Subcontracting Plan	20
TOTAL	100

B. AWARD:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall 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 agency shall select one Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposal 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 Commonwealth 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 Offeror's proposal as negotiated.

VI. REPORTING REQUIREMENTS:

A. CONTRACTOR'S QUARTERLY REPORT OF SALES:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis

showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract.

B. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee is \$0.01 per gallon bought each reported quarter on the contract. The SCA fee amount due must be paid by check with identification of “Contract Number,” “Report Amounts,” and “Report Period” on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Contract.

C. REPORTING SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15 th
3rd Quarter	July, Aug, Sept	October 15 th
4th Quarter	Oct, Nov, Dec	January 15th

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

VII. MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal teleconference will be held at 11:00AM August 18, 2021 using Google Meet. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the Statement of Needs and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by vendors filling out a Google Form which will be posted in the chat and which will be closed to responses after the meeting has concluded. The Contract Officer will record the names and firms of vendors who call in. No vendors will be admitted after 11:10AM. Vendors who join the conference after this time will be booted from the call unless they are reconnecting.

Copies of the solicitation will not be distributed so bring a copy with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Interested Offerors wishing to participate via teleconference must register with the DPS Contract Officer, Ryan Thompson, via email, at Ryan.Thompson@dgs.virginia.gov by close of business the day before the scheduled conference. Registered participants will be provided with a link to the online teleconference in order to participate.

VIII. GENERAL TERMS AND CONDITIONS:

The General Terms and Conditions are posted in the eVA solicitation and are **MANDATORY** and shall be included verbatim in any Contract awarded.

IX. SPECIAL TERMS AND CONDITIONS:

1. **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 Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **CANCELLATION OF CONTRACT:** The purchasing agency 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 also be terminated by the contractor, 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.

3. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

4. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive two-year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
5. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
6. **PRICES:** All prices on this contract shall be in US Dollars.
7. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
8. **SAFETY DATA SHEETS:** Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the offeror to submit such data sheets may be cause for declaring the proposal as eliminated from further consideration.
9. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**
 - A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small

businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

10. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.

13. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency'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 agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency 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.
14. **CONTINUITY OF SERVICES:**
- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer 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 Contract Officer, 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 Contract Officer's approval.
 - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, [§2.2-4311.2 subsection B](#), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 is required to include in its bid or proposal a statement describing why the bidder or 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 Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or 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.

16. **E-VERIFY PROGRAM:** Pursuant to *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
17. **CERTIFICATION OF INTERNAL CONTROLS:** The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, [§ 2.2-4342F](#), in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

18. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

19. **REPLACEMENT OF FUEL:** In the event the contractor fails to deliver fuel to the consignment site meeting or exceeding specifications, OFMS may direct the contractor to remove such fuel and replace it at no additional cost to the requesting location. Additionally OFMS will have the right to apply, if they choose, a disincentive charge of \$100.00 each time the fuel needs to be replaced. OFMS may also require the contractor provide fuel polishing and/or provide a cleaning or separating additive at no cost if the wrong fuel is pumped into the tank.

20. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

21. **MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC):**

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Offerors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory unless waived by DPS within 90 calendar days of contract award.**

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors

must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept the Purchasing Card.

- Customer Code (PCO Number from eVA); and
- Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 **optional** data which is considered "Superior Data", the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

22. **ORDERS:** Authorized Users must order goods and/or services available from the Contract by issuing an eVA purchase order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

23. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

24. **LOBBYING AND INTEGRITY:** Offerors are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Offeror shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information deemed relevant to the Offeror's integrity or responsibility to provide the services or goods, described herein.

25. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.
26. **TEMPORARY PRICING ADJUSTMENTS:** In the event that fuel prices and trends shift drastically, the Contract may request temporary price adjustments. These adjustments will be evaluated by the Contract Officer and the Office of Fleet Management Services. If the Contractor requests a Temporary Price Adjustment, they shall provide any evidence they have or that is requested by the Contract Officer. The Contract Officer and the Contractor shall agree upon the time period of the temporary pricing. Contractors may only request temporary pricing once every 365 days.
27. **CONTRACTUAL DISPUTES:** In accordance with Code of Virginia § [2.2-4363](#), contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
- a. The Contractor may not invoke any available administrative procedure under Code of Virginia § [2.2-4365](#) nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § [2.2-4364](#) or the administrative procedure authorized by Code of Virginia § [2.2-4365](#).
- b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.
- c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor' remedies include the right to terminate any services hereunder.
28. **DAMAGES/INJURY TO OWNER'S PROPERTY:** When entering the consignment site to make deliveries or perform work, the contractor will be liable for any damages to the Commonwealth's property at the consignment site or injury to personnel caused by the negligence of its employees, agents, or subcontractors.

X. INVOICES AND PAYMENT:

A. INVOICES:

Contractor shall submit the invoice(s) to the address designated on the purchase order following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost other than those identified in the purchase order referencing the Contract. Invoice(s) shall provide at a minimum:

- i. Name of Authorized User (the ordering entity)
- ii. Authorized User point of contact and phone/email
- iii. Description of the goods and/or services provided
- iv. Contract number
- v. Purchase order number
- vi. Invoice number
- vii. Invoice date
- viii. Invoice Amount

B. Payment:

Payment will be made in accordance with the Virginia Prompt Payment Act. State Agencies will pay per [§2.2-4350](#) of the Virginia Prompt Payment Act. Localities will pay per [§2.2-4352](#) of the Virginia Prompt Payment Act. Payments will only be remitted after the receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Payment may be made via a small purchase charge card (SPCC) (refer to the Mandatory Acceptance of Small Purchase Charge Card (SPCC) term and condition), check or EDI depending on how the Contractor is registered with the Department of Accounts. Utilization of the SPCC for payment shall not result in any additional fees (transaction fee, service charge etc.).

XI. PROPOSED PRICING: Please see Attachment F and G for pricing structure and to enter your firm's pricing.

XII. ATTACHMENTS:

- Attachment A – Exceptions to RFP # 1094
- Attachment B – Proprietary and Confidential Information
- Attachment C – Vendor Data Sheet
- Attachment D – Small Business Subcontracting Plan
- Attachment E – State Corporation Commission Form
- Attachment F – Pricing
- Attachment G - Certification of Compliance with Prohibition of Political Contributions and Gifts during the Procurement Process completed and signed

Fuel Proposal for the Commonwealth of Virginia

Submitted by Mansfield Oil for Commonwealth of Virginia RFP #1094



DEPARTMENT OF
GENERAL SERVICES



TEAMWORK



CONSCIENTIOUSNESS



INNOVATION



INTEGRITY



PERSONAL SERVICE



EXCELLENCE

Mr. Ryan Thompson
Contract Officer
Commonwealth of Virginia

Mr. Thompson,

Mansfield Oil Company of Gainesville, Inc (Mansfield) appreciates the opportunity to participate in your current Request for Proposal # 1094, *Consignment Fuel and Fuel Card Services*. As a national supplier of fuel products and services to many government agencies throughout the U.S., Mansfield has the necessary expertise to effectively structure, supply, and deliver consigned fuel and fleet card programs for the Commonwealth. Mansfield has a long-standing relationship with the Commonwealth of Virginia and appreciates the opportunity to continue that partnership.

Mansfield enhances the competitive advantage of industry-leading organizations like the Commonwealth of Virginia by optimizing their fuel program and lowering their total cost of procurement. Providing innovative solutions to the most demanding energy procurement challenges, Mansfield offers a broad range of energy solutions including fuels, fleet cards, multi-agency 3rd-party billing, diesel exhaust fluid, natural gas, and price risk management services.

By consolidating fueling methods in your fuel portfolio, Mansfield provides cost savings through operational efficiencies and transparent, insightful reporting. Whether fuel is delivered by truck, pipe, rail, or retail station, Mansfield's broad array of supply and transportation partners makes it the fuel management vendor of choice for industries and customers whose operations rely heavily on fuel.

We appreciate the opportunity to earn your business and innovate with you. Thank you again for the opportunity to respond to this RFP and we look forward to hearing from you upon review.

Best regards,

Dan Luther
VP, Government Sales
Mansfield Oil Company
Phone: 678-450-2285
Email: dluther@mansfieldoil.com

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TAB 2: Specific Plan or Methodology/Approach: Describe your firm's approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Fleet Cards Services

INTEGRATED FUEL CARD PLATFORM

Mansfield Fleet Card services consolidate all vehicle fueling transactions into one secure platform for centralized control, oversight, and payment. Mansfield partners with all leading fleet card networks to tailor optimized programs and offer a single view of standardized purchase data from retail, over-the-road and consigned fuels – all via it's convenient, proprietary FuelNet portal.



Easily manage every aspect of your fueling program:

- ▶ **Set fuel controls**
- ▶ **Monitor consumption**
- ▶ **Track and reward driver compliance**
- ▶ **Manage driver and vehicle maintenance**
- ▶ **Highlight issues for speedy resolution**

CONSOLIDATE ALL FUEL TRANSACTIONS

Mansfield Fleet Cards are an effective fuel management solution for fleets of any size. Optimizing driver efficiency and lowering costs, Mansfield Fleet Cards can be used everywhere your drivers fuel – retail stations, cardlocks, truck stops, backyard tanks, and mobile fueling locations. Mansfield Fleet Cards are accepted at over 230,000 retail locations nationwide, so drivers can fill up virtually anywhere and choose the lowest priced station.



TAB 2: Specific Plan or Methodology/Approach: Describe your firm’s approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Commonwealth of Virginia Voyager Fleet Card

Mansfield’s nationwide, universal retail network includes all major retail stations, with new sites being added all the time. Through a partnership with Voyager, Mansfield offers **continued use of the existing cards** under a universal solution to fit Virginia’s need for acceptance to keep drivers on the road.



The Voyager Fleet Card is a **universal card platform** that can be used for retail purchases across the US – over 93% of retail fuel stations nationwide – and is accepted at 3,590 locations in the Commonwealth of Virginia, providing Level III data on over 99.9% of transactions. The Mansfield Voyager card is compatible with existing state and other public or private site electronic card readers and software currently in use.

Mansfield Voyager Fleet Card Proposal

Mansfield offers continued use of the Voyager Fleet Card, enabling the Commonwealth to maintain broad acceptance. Mansfield also offers customer support 24/7, 365 days a year.

How the Voyager Card Works

The Voyager card offers an ideal blend of convenience and control. Transactions may be restricted to include only fuel purchases or opened for other fleet-related purchases. The Voyager card may also be used to settle mobile refueling transactions delivered via Mansfield’s DeliveryOne Network.

Additional Uses for the Voyager Card

Additional uses for the Voyager platform include On-Site/Bulk Fueling access, with transaction management through either a network or local authorization method. Retail pricing occurs at the transaction level with the original pricing reflected in transactional reporting alongside the Commonwealth’s negotiated price. Extensive control and fraud prevention tools are made available, with profile updates occurring in real time as requested.



TAB 2: Specific Plan or Methodology/Approach: Describe your firms approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

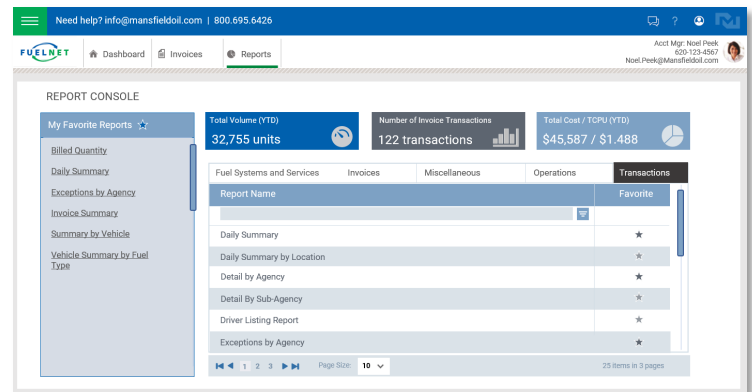
Fleet Card Services: Web-Based Reporting

Mansfield’s Fleet Card Program provides reporting in a wide array of methodologies – from ad hoc reporting via our FuelNet online customer portal, scheduled reporting delivered by email, transaction data file transmitted to FTP, and by multiple export formats available for download.

Mansfield offers many different types of reporting options to evaluate your fleet performance. These include:

Dynamic Transaction Reports

Choose from a range of reports – from Summary by Vehicle to Standard Raw Data for Export – and also enter query parameters by date range, department, or fueling location.



Invoice Detail Reports

View balances, payment status, copies of invoices (both bulk & retail), or retail invoices on FuelNet’s Invoice Console. Invoice Detail Reports correspond with fleet card invoices and summarize the Commonwealth’s data in one of several different formats. Among the Invoice Detail Reports you can elect to receive are:

- ✓ Commercial Fuel Manager Report (FMR)
- ✓ FMR by Department
- ✓ FTM Department and Sub-Department Report
- ✓ IFTA by Department
- ✓ IFTA with Vehicle ID and Driver
- ✓ IFTA by State and Sub-Totals by Vehicles
- ✓ Owner Operator Report
- ✓ Custom Excel Export with 6 Org Levels
- ✓ Custom Summary by Branch and Product
- ✓ Company Exception
- ✓ Tax Summary by Agency and Product
- ✓ Custom Invoices Report by Drive w/ Avg MPG

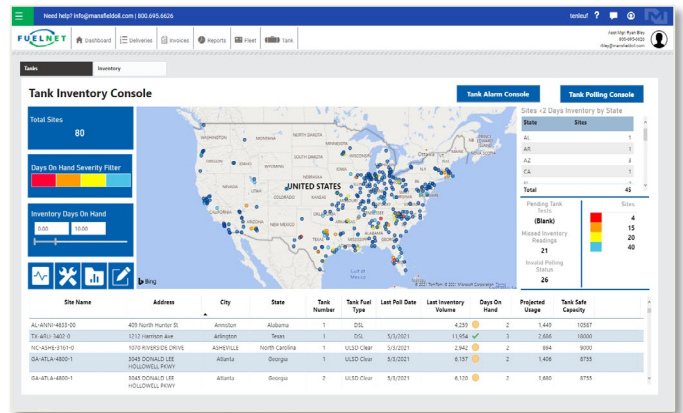
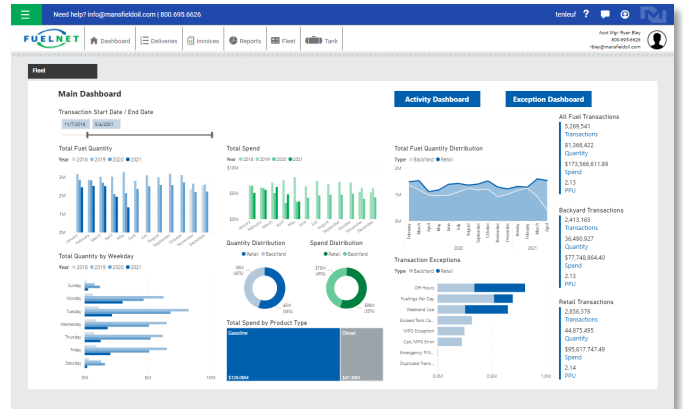
TAB 2: Specific Plan or Methodology/Approach: Describe your firms approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

FuelNet is Mansfield's integrated online fuel management portal, providing instant access to view:

- Invoices, Proof of Delivery, & Transaction Data
- Tax Summaries & Reporting
- Online Ordering & Inventory Management
- Fleet Card Administration

FuelNet aggregates every facet of your fuel program into one simple reporting platform, enabling you to manage your business efficiently and accurately from a single **dashboard**. Mansfield's proprietary FuelNet portal provides insight into transactional data around bulk fuel, LTL, retail, and DEF invoices.

In addition to using the comprehensive analytics and fuel management tools, customers can also track and monitor fuel transactional data via the **Reports Console**. FuelNet's FS&S module enables customers to monitor and poll for tank inventory in real time, track repair and maintenance work orders for a specific location, or look at environmental compliance alarms and history.



Dedicated Consoles for Every Facet of Fuel Management

Interactive Graphs

Market Reports & Information

Help

Chat

The screenshot shows the FuelNet dashboard with several callouts highlighting key features:

- Invoice Amount (\$):** Bar chart showing monthly invoice amounts for 2019, 2020, and 2021. Total Amount: \$35.6M (Trailing 12 Months).
- Total Amount:** \$35.6M (Trailing 12 Months).
- Total Quantity:** 19.0M (Trailing 12 Months).
- Invoice Count:** 10.5K (Trailing 12 Months).
- Graph Filters:** Callout pointing to the filter options on the charts.
- Quick Links:** Callout pointing to the quick links menu (Order Now, My Docs, Last 7 Days Invoices).
- Account Manager:** Callout pointing to the user profile and account management options.
- FuelNet Changes:** Callout pointing to the 'Quick Start Guide' button.

TAB 2: Specific Plan or Methodology/Approach: Describe your firm's approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Consigned Fuel Services

Mansfield's Consigned Fuel Program is tailored for savings goals and company-specific requirements. Mansfield helps companies design a best-practice program, providing significant bulk fuel savings and accountability enterprise-wide. Mansfield supplies consigned gasoline to the Office of Fleet Management Services today and can continue that service under the new contract.



How It Works

Mansfield purchases the fuel inventory in a customer's fuel tanks, owning the inventory while freeing up customer cash flow. With remote access to card readers and tank gauges, Mansfield inventory specialists track fuel levels to maintain adequate supply and environmental compliance.

Agencies may allow other entities to use their tank or restrict access to just company-owned equipment. Mansfield bills entities separately as they fuel, automatically delivering – via email – transaction detail reports that correspond to the invoices. The program is streamlined, automated, and concise to help organizations account for usage across multiple cost centers.

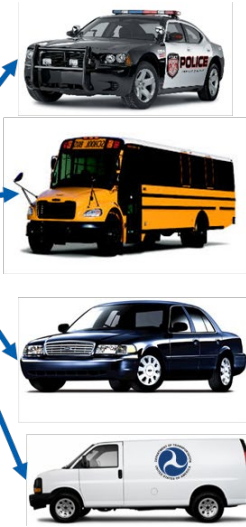
The Consigned Fuel Program Provides:

- ✓ Freed Up Cash Flow
- ✓ Transaction-Level Reporting
- ✓ Flexible Invoicing and Reporting permissions
- ✓ Automatic Agency-Specific Billing and Collections
- ✓ Automatic Accruals and Cost Distribution
- ✓ Monthly Tank Reconciliation



TAB 2: Specific Plan or Methodology/Approach: Describe your firms approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Consolidate Backyard & Retail Fuel Programs



Universal Retail Station Acceptance Fleet Cards enable convenient fueling at all major national, regional, travel center, and independent brands.

Card Reader Transaction Management Create a backyard network to maximize the use of government infrastructure and automate cost allocation.

Turnkey Fuel System Installations Design and install tank environments that enhance operational efficiency and fuel management economics.

Pay-as-You-Pump with Consigned Fuel Hundreds of agencies can leverage fueling assets, pay wholesale prices, and enjoy transactional transparency.



Turnkey Solutions to Ensure Uninterrupted Operations



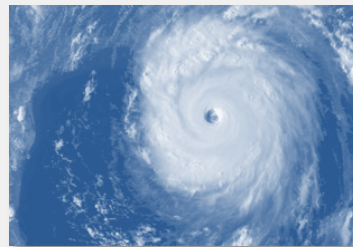
INVENTORY MANAGEMENT

Automatic monitoring and replenishment for delivery optimization



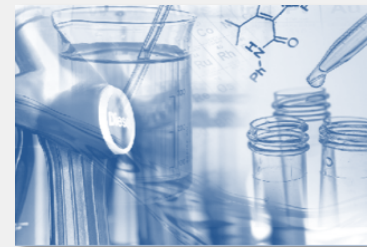
LOCAL SERVICE NATIONWIDE

Security of supply in every market, with consolidated service



EMERGENCY RESPONSE

Dedicated trucks and long hauls for mission critical operations



FUEL TESTING & TREATMENT

Prescriptive testing, remediation, and stabilization programs

TAB 2: Specific Plan or Methodology/Approach: Describe your firms approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Consigned Fuel Services – Inventory Management

SIMPLIFIED FUELING

Outsource your fueling logistics by allowing Mansfield to manage your fuel inventories and deliveries. With inventory management, Mansfield experts manage each site's fuel supply. Enabled by technology, Mansfield tracks historical usage data and live tank telemetry to ensure every tank has optimal product levels. Mansfield utilizes approved transportation partners whose trucks are in good repair and operated by trained personnel.



SMARTER ORDERING

Eliminate run outs with detailed inventory tracking and scheduled deliveries. Mansfield monitors receipt of product, dispersals, and daily inventory levels for monitoring demand and initiating deliveries. Centralized insight into tank levels also enables you to take advantage of market moves. With total visibility into tank activity, you'll always have the fuel you need.



Inventory Console

Saved Filter: Do not apply filter
Ship-to: All items checked

Ship-to	Tank #
<input checked="" type="checkbox"/>	DG 10009-LUTHER_OK 1
<input checked="" type="checkbox"/>	DG 10009-LUTHER_OK 2
<input checked="" type="checkbox"/>	DG 10009-LUTHER_OK 3
<input checked="" type="checkbox"/>	DG 11059-ROSE HILL_KS 1
<input checked="" type="checkbox"/>	DG 11059-ROSE HILL_KS 2
<input checked="" type="checkbox"/>	DG 11059-ROSE HILL_KS 3
<input checked="" type="checkbox"/>	DG 11677-CLINTON_LA 1
<input checked="" type="checkbox"/>	DG 11677-CLINTON_LA 2
<input checked="" type="checkbox"/>	DG 11677-CLINTON_LA 3

Volume	DOH	Ullage	Company ID	Last Delivery Volume	Temp	Fuel Level	Water Level
8720	3	4780	DOL GEN	6910	76	62.77	0
1867	10	5333	DOL GEN	1989	79	35.3	0
4043	9	2257	DOL GEN	1534	79	65.55	0
8565	1	4935	DOL GEN	6990	72	65.42	0
6400	44	800	DOL GEN	1521	74	86.24	0
3326	6	2974	DOL GEN	1014	75	56.17	0
8388	5	5112	DOL GEN	8001	83	64.38	0
4887	49	2313	DOL GEN	3507	83	68.57	0
1566	5	4734	DOL GEN	804	83	32.11	0

Company ID: DOL GEN
Site Name: DG 10009-LUTHER_OK
Tank #: 1
Fuel Type: UNL

Poll Status: Poll Success
Equipment Name: Veeder Root TLS 450_Streamlined

Last Poll Date: 10/4/2021 1:02:37 AM
Volume: 8,720
Reorder Point: 1,500
Temp: 76
Water Level: 0

Last Delivery Date: 10/2/2021 6:57:00 AM
Last Delivery Volume: 6,910

Alarm Count: 0

Last Leak Test Passed Date: 10/04/2021 01:09:11 AM
Last 2 LLD Test Passed Date: 10/04/2021 11:04:00 AM

Last 1 LLD Test Passed Date: 09/05/2021 10:18:00 PM

Last Historical Alarm Condition Date: 12/3/2020 11:26:00 AM

Company ID	Equipment Name	Last Poll Date	Volume	Temp	Fuel Level	Water Level
DOL GEN	Veeder Root TLS 450_Streamlined	10/04/2021 01:09:11 AM	8720	76	62.77	0
DOL GEN	Veeder Root TLS 450_Streamlined	10/04/2021 11:04:00 AM	1867	79	35.3	0
DOL GEN	Veeder Root TLS 450_Streamlined	10/04/2021 09/05/2021 10:18:00 PM	4043	79	65.55	0
DOL GEN	Veeder Root TLS 450_Streamlined	10/04/2021 09/22/2021 09:22:2021	8565	72	65.42	0

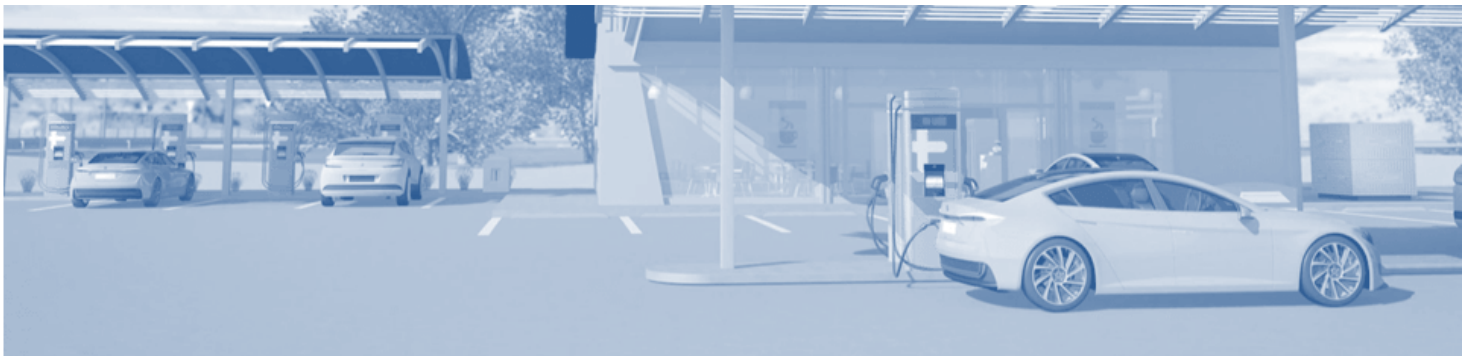
122 Items in Pages 13

TAB 2: Specific Plan or Methodology/Approach: Describe your firm's approach to providing both Fuel Card Services and Consignment Fuel Services and how your firm will meet the requirements in III. Statement of needs.

Electric Charging & Alternative Fuels

Mansfield has a proven track record offering next generation sustainable fuel management solutions for customers. Whether it be renewable liquid fuels, compressed natural gas (CNG), or electric vehicle charging, Mansfield works with the nation's leading public and private fleets to meet customers' strategic priorities.

Specific to electrical vehicle charging, the Voyager Fleet Card Network has partnered with ChargePoint – the world's largest electric vehicle charging network – to create a seamless retail charging experience for fleets of electric vehicles. ChargePoint designs, develops, and manufactures complete, integrated charging stations and software solutions for every charging scenario. ChargePoint has a growing global presence across North America, Europe, and beyond with more than 113,000 places to charge on its own network plus “roaming” agreements with other charging network companies – EVGo, Add Energie, etc. – that extend the ChargePoint network by thousands of stations.



Mansfield's Fleet Card Services team can assist the Commonwealth of Virginia linking the Voyager Fleet card with a ChargePoint account. With an existing ChargePoint cloud subscription, it is easy to connect a Mansfield Voyager Fleet Card with a ChargePoint radio-frequency identification (RFID) card.

Mansfield is committed to leading its customers to their best sustainability outcomes, and so looks forward to finding innovative solutions to achieve the Commonwealth's sustainability goals.

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ABOUT MANSFIELD ENERGY


Simplifying Fuel Supply & Logistics Across North America



Mansfield Energy is the trusted partner to fleets and organizations across North America – solving their most demanding energy procurement, supply and logistics challenges. Founded in 1957, Mansfield Energy is family- owned, headquartered in Georgia, and operates in every U.S. state and all 10 Canadian provinces.

Leader in North American Fuel Supply

✓ **60+**
YEARS OF LASTING
Customer
Relationships

Delivering over
 **3** BILLION
GALLONS
of fuel & complementary
products annually

8,000
CUSTOMERS
across the
U.S. and Canada

7,250
FUEL
SUPPLY
POINTS

1,500
nationwide
DELIVERY
PARTNERS

“ *Mansfield has created tremendous value to Ryder and our customers as their business model specifically lends itself to being more flexible and nimble than traditional fuel suppliers.* ”

- Senior Director of Global Fuel Products | Ryder Systems, Inc.



ABOUT MANSFIELD ENERGY

Mansfield Energy is your One-Stop Energy Partner

RELIABLE FUEL SUPPLY



FLEXIBLE LOGISTICS



STRATEGIC SOLUTIONS

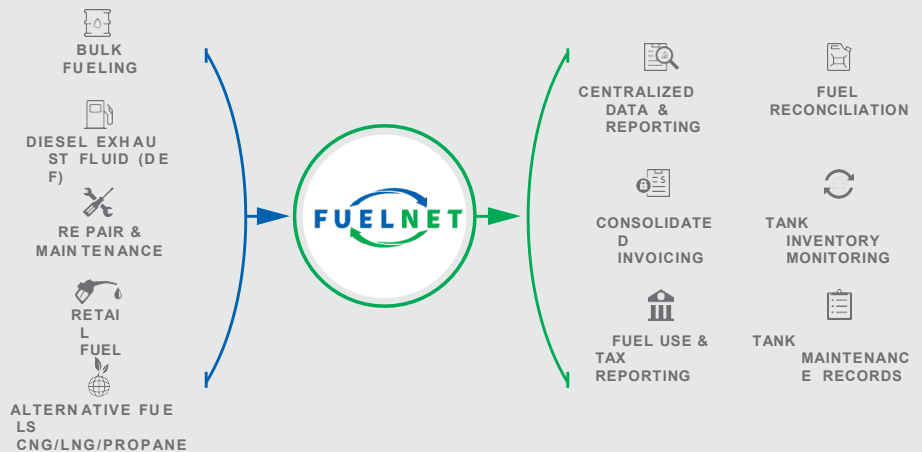


INDUSTRY EXPERTISE

For Hire Transportation
 Government, Military
 Industrial, Manufacturing
 Food Service
 Waste Management
 Aggregates, Mining
 Engineering, Construction
 Oil & Gas
 Railroads
 Marinas
 Aviation
 Fuel Marketers
 Utility Infrastructure
 Stationary Power

Integrated Fueling Data Management for Visibility & Control

- Tracks fueling and repairs (bulk, DEF, alternative fuels, retail)
- Integrates seamlessly with Fleet Management and ERP systems
- Simplifies fuel management with comprehensive, actionable data insights



Let Mansfield show you how we can solve your energy procurement and distribution challenges. Contact us to schedule a consultation.

800-695-6626 info@mansfieldoil.com

ABOUT MANSFIELD ENERGY

Serving North America's leading companies, organizations and governments, Mansfield Energy provides innovative solutions to the most demanding energy procurement, supply and logistics challenges. Offering a broad range of solutions including fuels, natural gas, data management tools and price risk management services, Mansfield Energy delivers over 3 billion gallons of fuel and complementary products annually to 5,000 customers across the U.S. and Canada. Mansfield Energy is headquartered in Georgia, and operates in every U.S. state and Canadian province.

www.mansfield.energy

© Mansfield Energy



TAB 3: Qualifications and Experience of Firm. Describe your firm's background, experience, and qualifications related to these types of goods/services.

Mansfield Oil Company Overview

For over 64 years, Mansfield Oil Company has provided North America's leading organizations world-class support and solutions across the energy supply chain. As North America's largest delivered fuel supplier, Mansfield provides 3 billion gallons annually to 8,000 customers and over 20,000 ship-to's throughout the United States and Canada.

Mansfield's customer portfolio includes some of the largest transportation fleets in the world including leading commercial companies and Federal, State, and Local government entities. These organizations choose Mansfield as their fuel partner due to Mansfield's unmatched scale and market expertise. Customers benefit from Mansfield's supply and distribution network, its transactional management capabilities, and its wealth of fuel management tools and insights in a partnership that ensures the ongoing sustainability of a best-in-class fuel management program.

Mansfield is a private, family-owned company with a staff of over 850 employees across its 11 locations. Customers benefit from a dedicated staff focusing on the company mission to **Build Relationships That Matter**. Mansfield believes in building and investing in relationships – relationships with one another, suppliers, communities, and of course customers. Everything the company does now and in the future hinges on the quality and durability of the relationships fostered by Mansfield employees.



Mansfield Office Locations

Mansfield believes that regular communication, transparency, and performance measurement foster more productive relationships. Two-way communication allows all parties to be engaged and aligned in the decision-making process throughout the contract term. Beyond a sales team and customer management team, as further outlined in this response, Mansfield offers its customers a 24-hour service line to address after hours concerns that may arise. Customer needs are identified and escalated to the correct key staff member to ensure a solution is developed as efficiently as possible. Government entities are of the highest priority when disruptions outside of Mansfield's control occur. Mansfield utilizes its ubiquitous supply and vast carrier network to provide exceptional service in times of uncertainty.

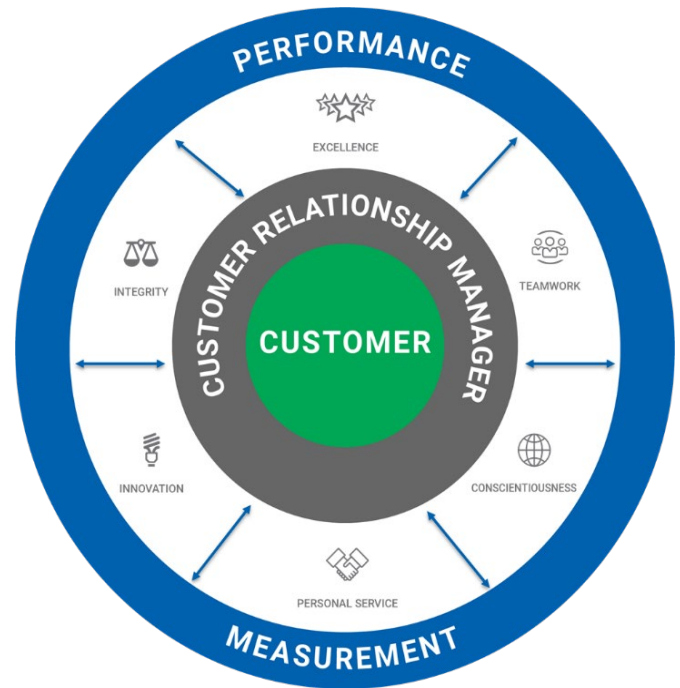


TAB 3: Qualifications and Experience of Firm.

Organizational Structure

The heart of Mansfield’s relationship with the Commonwealth is a dedicated Customer Relationship Manager (CRM) to handle the multiple accounts and agencies across Virginia’s program. This position is responsible for managing the day-to-day relationship, acting as an advocate and ambassador within Mansfield, and is the Commonwealth’s first point of contact.

The Customer Relationship Manager works with internal teams to meet Virginia’s service requirements, monitoring the agreement to ensure accurate billing, to generate any needed reports, and handle other general customer service needs. This includes the reconciliation of any changes in fixed and/or floating priced billing which Mansfield tracks daily for reporting purposes.



In addition to the CRM, Mansfield’s Vice President of Government Sales is responsible for any senior account level relationship management including conversations around general supply and demand trends, market conditions, new product offerings, and more.

For fleet card expertise and support, Mansfield’s dedicated Fleet Card Services team of fuel card specialists are available to assist Commonwealth of Virginia users to troubleshoot purchasing issues, change card parameters, and offer general fleet card assistance.

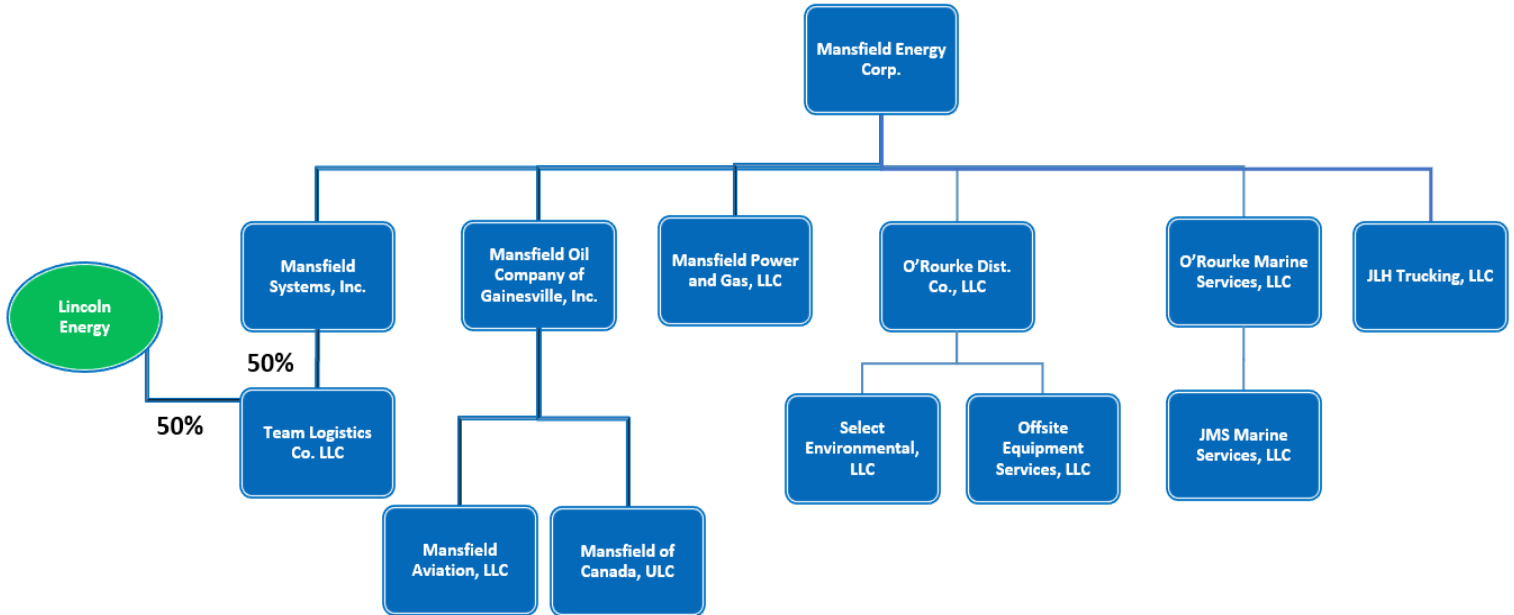
For physical fuel deliveries and consignment fuel, Mansfield’s transportation dispatch team is regionally oriented to develop expertise in the markets each group oversees. The East Dispatch Team is in constant communication with local carriers regarding daily deliveries and market conditions that might impact timely delivery.

Completing the support team providing various business services are the Supply, Carrier Relations, Business Technology, Sales Operations, Operational Accounting, and Credit teams that all assist in supporting Mansfield’s longstanding relationship with the Commonwealth of Virginia.

TAB 3: Qualifications and Experience of Firm.

Company Structure

Mansfield Oil Company is a wholly owned subsidiary of Mansfield Energy Corporation and is a part of the Mansfield family of companies as shown below:



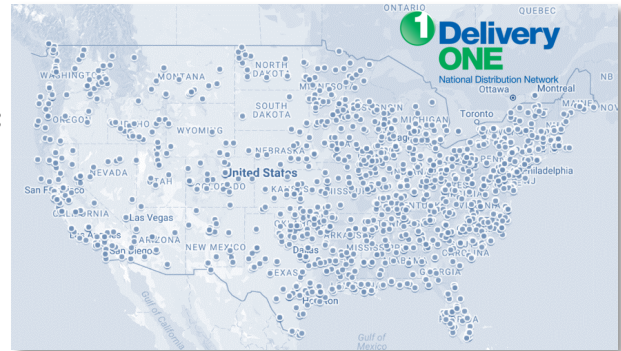
TAB 3: Qualifications and Experience of Firm.

B. Demonstrated Knowledge and Experience of Firm

Nationwide Fuel Supply STRONG DELIVERY NETWORK

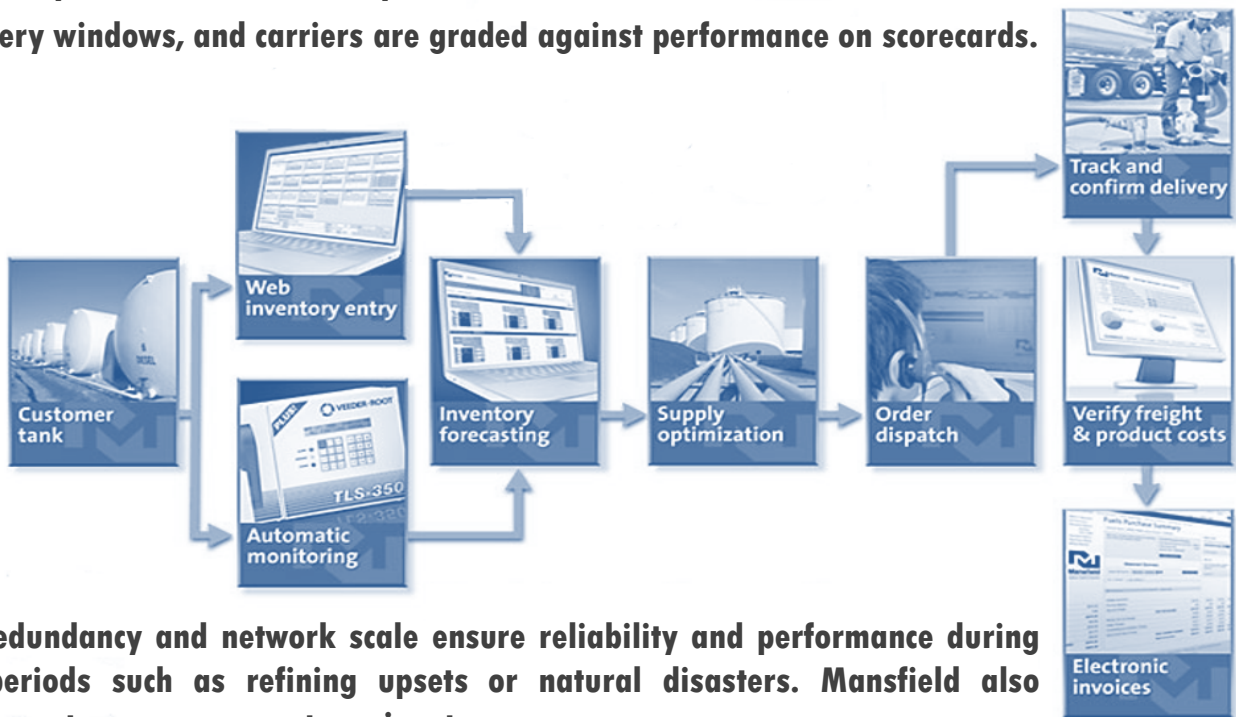
Mansfield optimizes fuel prices for customers by drawing from a diversified supply portfolio, including:

- Mansfield-owned Fuel Inventory
- Refiner & Pipeline Contracts
- Rack Purchases



Mansfield utilizes a robust network of North American carriers, enabled to tap into Mansfield's 900-terminal supply network to leverage Mansfield's purchasing power and lower costs for customers. All carriers agree to Mansfield's standardized delivery and safety regulations. Every delivery is measured for compliance

with delivery windows, and carriers are graded against performance on scorecards.



Built in redundancy and network scale ensure reliability and performance during volatile periods such as refining upsets or natural disasters. Mansfield also provides inventory management services to optimize purchasing and working capital costs, online access to electronic proof of delivery and electronic bill of lading for every delivery with ERP integration as required, and a comprehensive emergency preparedness program. As the largest provider of delivered fuel in North America, Mansfield is an ideal partner for ensuring competitive and reliable fuel delivery anywhere in the United States and Canada.

TAB 3: Qualifications and Experience of Firm.

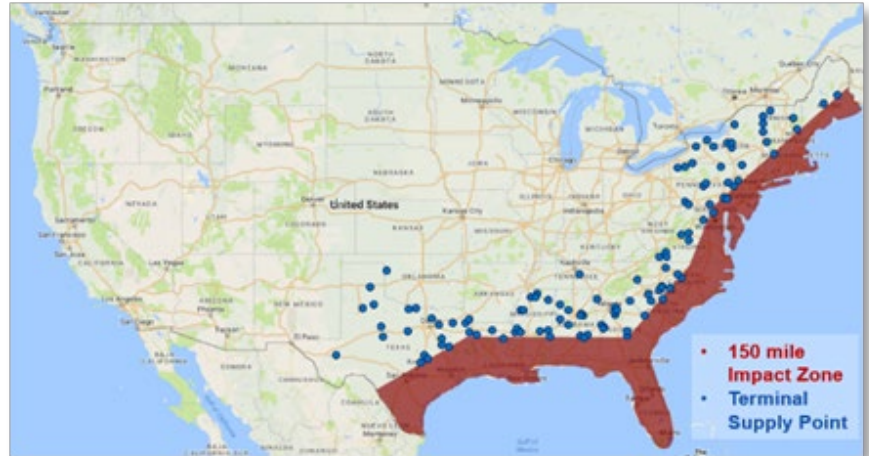
B. Demonstrated Knowledge and Experience of Firm

Emergency Response

Ensuring Business Continuity

As a fuel supplier to government, commercial, and retail clients throughout the US, Mansfield maintains a thorough emergency response plan including redundant operations centers and data backup. When emergency situations occur, Mansfield is there to provide for its contractual customers, fully implementing cross-country supply shipments of bulk fuel and transport supply as well as deploying mobile refueling assets when required.

Mansfield currently operates out of over 900 supply terminals nationwide, with more than 7,250 supply access points, and 350 supply contracts for bulk fuel. Mansfield's carrier network involves over 1,500 carrier partners. This service network ensures the redundancy and scale required to ensure Mansfield customers are never out of fuel. Serving over 20,000 customer locations across the country requires Mansfield be well prepared to execute a plan rapidly.



Mansfield's Emergency Response Plan – available upon request – illustrates the thoroughness with which Mansfield approaches an impending event and will serve as operating protocol should any such event threaten fueling operations.

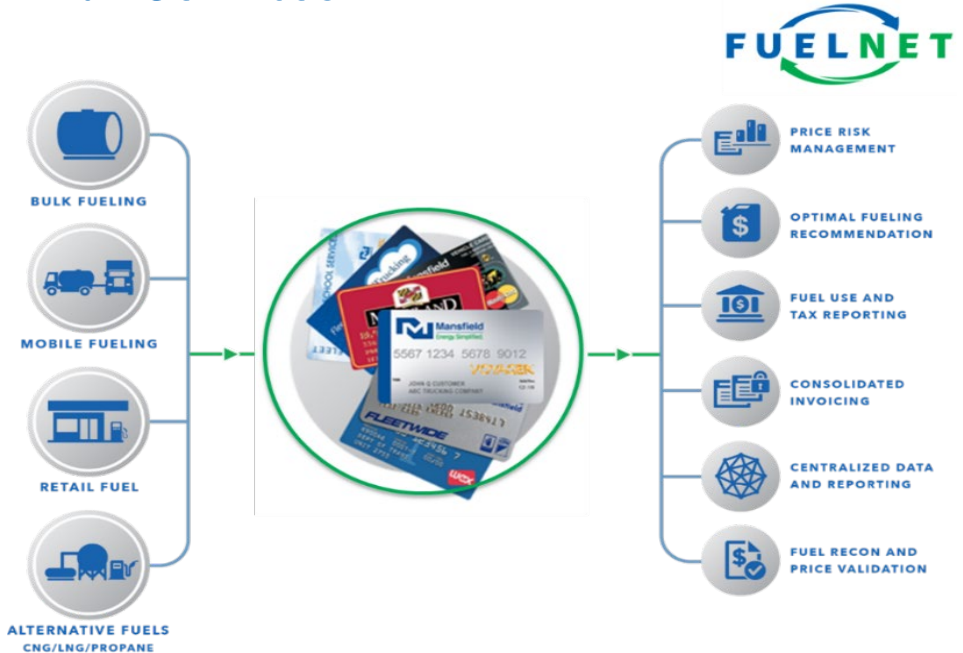
STORM ALERT
Mansfield Energy
September 8, 2013
Hurricane Dorian - Code Green
Dear Valued Customer,
Hurricane Dorian has moved past the US and is impacting Nova Scotia today. Markets throughout the Southeast, from Florida to North Carolina, are recovering from the damage and quickly returning to normal fuel operations.
With conditions rapidly springing back to normal, Mansfield moved to Code Green for all US markets as of Saturday, 9/7/13. Fueling infrastructure is functional and demand has normalized.
What does this mean for you? Sites may resume normal fueling operations and ordering process. If you expect your sites to experience abnormal demand in the coming days, please communicate these changes to your Customer Relationship Manager.
Plan for the Storm
Now that Dorian has passed, how should your sites go about recovering from the storm's impact on fuel?
While hurricanes present an immediate operational concern, they can also leave long-term lessons for backup fuel systems. Check out our Hurricane Fueling Guidelines to learn the most important steps you can take to minimize your impacts at each affected site.
Hurricane Fueling Guidelines
Mansfield's Storm Advisory Approach
Understanding codes in supply alerts
CODE GREEN Markets are fully operational and unconstrained.
CODE ORANGE Markets with impacted fuel and freight operations, requiring elevated internal focus and preparation above Code Green markets.
CODE RED Markets with significant impacts to fuel and freight operations, requiring the highest internal focus and preparation.
We appreciate the opportunity to serve you and are here to answer any further questions.
Click here to learn about Mansfield's Emergency Response Fuel Program.
Mansfield Energy Corp., 1000 Airport Parkway, #100, Greenville, GA 31607, United States, 800-888-8028
UnitedStates

TAB 3: Qualifications and Experience of Firm.

B. Demonstrated Knowledge and Experience of Firm

Experience Providing Similar Services

Mansfield is the incumbent supplier of consigned fuel and fleet card services to the Commonwealth of Virginia while also providing comparable supply and services to several other states, including the State of South Carolina, the State of North Dakota, and the State of Louisiana. For these customers and others, Mansfield consolidates the backyard bulk fuel delivery with an integrated retail fuel purchasing program for a comprehensive statewide fuel management program.



Mansfield Fleet Card programs consolidates all vehicle fueling transactions into one secure platform for centralized control, oversight, and payment. Mansfield partners with all leading fleet card networks to tailor optimized programs offering a single view of standardized purchase data from retail, over-the-road and consigned fuels – all via its convenient FuelNet portal. Mansfield simplifies what is otherwise a complex convergence of multiple fueling modes and data sources into a single, turnkey program.

The Commonwealth and designated contractual stakeholders that choose to avail themselves of Mansfield’s retail Fleet Card Services program can easily manage every aspect of their fueling program. State retail customers can:

- ▶ Set fuel controls at the card, vehicle, driver, or account level
- ▶ Monitor retail consumption and exceptions
- ▶ Track and reward driver compliance
- ▶ Manage driver and vehicle maintenance
- ▶ Highlight issues for speedy resolution

Mansfield Fleet Cards are an effective fuel management solution for fleets of any size. Optimizing driver efficiency and lowering costs, Mansfield Fleet Cards can be used everywhere State drivers fuel – retail stations, cardlocks, truck stops, backyard tanks and mobile fueling locations. Mansfield Fleet Cards are accepted at over 230,000 retail locations nationwide, so drivers can fill up virtually anywhere and choose the lowest priced station.

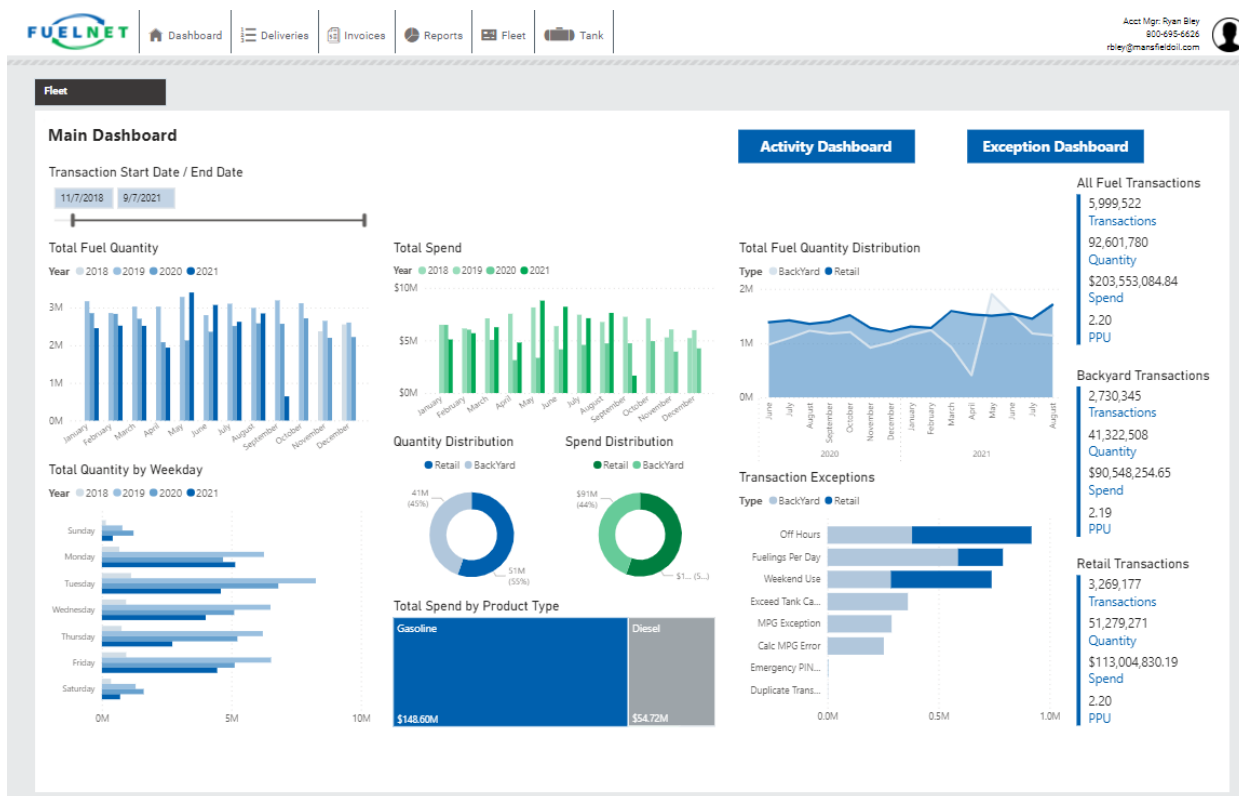


TAB 3: Qualifications and Experience of Firm.

B. Demonstrated Knowledge and Experience of Firm

Robust Reporting & Actionable Insights

As highlighted earlier, Mansfield wraps robust reporting around every fuel transaction. Mansfield integrates retail and consigned fuel transactions to consolidate billing and reporting within FuelNet's **Fleet Console**, a quick demo of which can be found [here](#). Data can be aggregated at an enterprise state level or by individual agency, all while providing dynamic filtering capability to drill down to specific locations, transactions, vehicles, and more.



Mansfield has recently completed an initial round of updates to FuelNet's look and feel, with the next round of enhancements set to improve further upon the value that FuelNet delivers. Mansfield is actively soliciting the input of its strategic customers in the ongoing development of the platform and would invite the Commonwealth of Virginia to participate on its **Strategic Customer FuelNet Steering Committee** to provide direction and feedback as to what's most important for FuelNet users. In partnership with industry leading clients like UPS, Facebook, and Ryder – and hopefully the Commonwealth of Virginia – Mansfield looks forward to shaping the future of energy distribution by enabling fuel management at the customer's fingertips.

TAB 3: Qualifications and Experience of Firm.

B. Demonstrated Knowledge and Experience of Firm

Customer Engagement

For many companies, fuel is one of the largest operational expenses to manage. Understanding the market and getting ahead of evolving trends can pay large dividends in reduced costs and improved efficiencies. Mansfield is committed to helping our customers improve their fueling program through innovation, education, and execution.

TRANSACTIONAL

- ✓ Invoices
- ✓ BOL's
- ✓ Tank Quantities, Alarms, etc.
- ✓ Repair & Maintenance Tickets
- ✓ Vehicle-level Fills
- ✓ Fleet Card Transactions
- ✓ Inspection & Sampling Reports
- ✓ Ad-Hoc Reporting

INFORMATIVE

- ✓ FuelsNews – Daily
- ✓ FuelsNews360 – Quarterly
- ✓ Educational Webinars
- ✓ Supply Team Weather Updates
- ✓ Sales Team Industry Notes
- ✓ CRM Updates
- ✓ Twitter/LinkedIn
- ✓ Market Alerts

RELATIONAL

- ✓ Quarterly Business Reviews
- ✓ Bi-Weekly Ops Touchpoints
- ✓ Monthly Sales Debriefs
- ✓ Implementation Plans
- ✓ Communications Drafts
- ✓ Customer Metrics
- ✓ Benchmarking Reports
- ✓ Customized Market Outlooks

MARKET NEWS

FUELSNews 360°
MARKET NEWS & INFORMATION

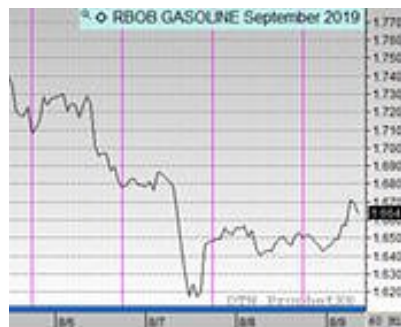
APRIL MAY JUNE
2nd QUARTER
2019

More than 3.8 million...
largely in Canada, Nigeria, Iraq, and Libya, more than offset reduced...
ing of demand and falling U.S. crude oil production, that led to...
contributed to a month-over-month 86 per barrel increase in...
Brent crude oil spot prices in May.

PN 360 Issue

Fuels 360.com 2019 published four...
Click here for the Q1 2019 issue...
Click here for the Q2 2019 issue...

PRICE TRENDS



SUPPLY ALERTS



WHITE PAPERS

www.mansfield.energy | 800.695.6626

Mansfield Energy
2020 FUEL BUDGETING
CHECKLIST

DOWNLOAD

WEBINARS

FLEET ENERGY MANAGEMENT 2019 | WEBINAR SERIES

10 Ways to Improve Your Fuel Program

Mansfield Energy Simplified



TAB 3: Qualifications and Experience of Firm. B. Clients

List of Similar Clients

State of Louisiana

- ✓ 20MM Gallons/Year
- ✓ 380 Sites across 45 Agencies
- ✓ Retail/Consigned/Bulk
- ✓ FS&S



State of South Carolina

- ✓ 25.5MM Gallons/Year
- ✓ 288 Sites across 52 Agencies
- ✓ Retail/Consigned/Bulk/DEF
- ✓ FS&S



State of North Dakota

- ✓ 3.1MM Gallons/Year
- ✓ 15 Sites across 5 Agencies
- ✓ Retail/Consigned/Bulk/DEF
- ✓ Fixed Price



List of Clients Lost

MARTA

- a. Michael Flournoy, (773) 970-4912
- b. 5+ years
- c. Price

WMATA

- a. Felicia Walker, (202) 962-1893
- b. 1+ years
- c. Price

SEPTA

- a. Justin Benante, (215) 580-7800
- b. 1+ years
- c. Price

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Required RFP Responses

- **TAB 1: RFP, Addenda, and Attachments**
- **TAB 2: Specific Plan or Methodology/Approach**
- **TAB 3: Qualifications and Experience of Firm**
- **TAB 4: Qualifications and Experience of Key Personnel**
- **TAB 5: Proposed Pricing**
- **TAB 6: Small Business Contracting Plan**

TAB 4: Qualifications and Experience of Key Personnel**Key Personnel****Senior Account Executive****Dan Luther, Vice President Government Sales**

Dan has nearly 15 years' experience in downstream petroleum supply and distribution. As Vice President of Government sales, his team oversees all federal, state, and local agency accounts representing nearly 400,000,000 gallons per year of demand. Prior to sales, Dan held a variety of roles in supply and distribution including refined products and renewable fuel trading and contract negotiation, financial risk management, and scheduling and transportation of refined products via pipeline, barge, rail, and truck.

Account Operation**Ben Necaize, Customer Relationship Manager, Government**

Ben has a culmination of nearly 4 years industry experience working in a variety of different roles ranging from commercial applications, to specialty fuel sales and procurement, and most recently has joined Mansfield's customer relationship team. Ben now manages some of Mansfield's largest and most comprehensive government accounts including statewide service contracts, some of the nation's largest transit agencies, and a variety of other government accounts. Given Ben's extensive background in the fuel industry, Mansfield utilizes his vast amount of knowledge in systems and process and utilizes his various connections to implore a variety of solutions to our customers.

TAB 4: Qualifications and Experience of Key Personnel

Key Personnel

Fleet Card Sales

Scott McCaskill, Director Card Services

Scott has 20+ years' experience in the payments and processing industry. Scott's background includes Fleet Card, Merchant Processing, Customer Service and Discount Networks. Scott has worked with Large and Small Companies as well as developing custom programs for his clients. As the Director of Fleet Card Sales, Scott oversees all aspects of the Mansfield Fleet Card program.

Fleet Card Support

Kayla Williams, Supervisor Card Services

Kayla has 7 years of experience in the fuel industry with the last 4 specializing in fuel card services. Mansfield's fuel card team manages thousands of customers in the Government sector, as well as Commercial and Industrial. Prior to card services, Kayla was part of the Marketing team focusing on Lead Generation and Sales Development which included bid contract reviews, cold calling, managing the internal CRM database, and finding new leads for the internal sales force.

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Attachment F: Pricing

OPIS Based Fuel Pricing:

To provide the most accurate and competitive OPIS based fuel pricing to Commonwealth of Virginia fuel card program users, Mansfield will continue with nine (9) geographic districts for pricing across the state. These districts will remain geographically structured as they are today. As required in the RFP, fuel card program prices will be based on the OPIS Closing Wholesale Rack Report, daily gross closing average price published 5:59 p.m. Eastern Time for the Richmond rack location as the underlying index to price the entire state. To submit the pricing in the clearest and most concise format, Mansfield has attached the Excel file *Commonwealth of Virginia RFP1094_Mansfield Oil Attachment F OPIS Based Fuel Pricing*. In this file are the proposed adders for each region as well as the Richmond OPIS value populated for example day October 1st, 2021.

For out of state travelers, Mansfield proposes transactions be billed at cost less applicable taxes.

Alternative products without a solid OPIS reference, including maintenance, purchased at retail shall be priced at cost plus \$.02 per gallon less applicable taxes that the agency is exempt. Alternative products include but are not limited to the following: E85, CNG, Biodiesel, Ethanol, Avgas, Jet Fuel, and Propane.

All non-fuel products (DEF, etc.) that are purchased at retail locations will be a straight pass through with a \$2.00 per transaction markup to cover interest and billing charges.

Mansfield Oil Company can exempt applicable federal and state excise taxes on retail transactions to eligible government agencies.

Current Commonwealth of Virginia fuel card program users can continue utilizing their existing cards with no change over or setup fees. For any new users that join the program over the life of the agreement there are no setup or admin fees during onboarding.



Attachment F: Pricing

Retail Discount Structure:

For this pricing structure, Mansfield proposes posted retail price $-\$0.02$ per gallon for retail transactions across Virginia for all products and regions. Applicable tax exemptions will be applied.

Electric Charging Stations:

Mansfield proposes posted retail price for electric charging station transactions across the Commonwealth. Applicable tax exemptions will be applied.

Rebate Program:

Mansfield Oil Company, in cooperation with DGS, can rebate savings through merchant relationships and/or the retail card provider when collective Virginia program card purchases meet or exceed tiered volume thresholds. Volume rebates will apply to gallons billed after the minimum has been achieved as proposed per the below:

300,000 to 599,000 gallons per month: volume rebate of $\$.0025$ per gallon

600,000 to 849,999 gallons per month: volume rebate of $\$.0035$ per gallon

850,000+ gallons per month: volume rebate of $\$.0050$ per gallon

A report on usage will be made available as needed. Rebates can occur through credit invoice or check to either DGS or directly to agencies utilizing the program as determined by the Commonwealth's contract administrator.



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TAB 6: Small Business Subcontracting Plan

Mansfield Diverse Business Development Program

Mansfield’s Diverse Business Development (DBD) Program helps customers fulfill their Tier 1 and Tier 2 diversity spend requirements by giving unparalleled access to the fuel management capabilities of both Mansfield Energy and its network of DBE partners (MBE, WBE, DBE, SBE, SDVOSB, etc.). Mansfield offers the expertise and bandwidth necessary to provide comprehensive solutions while partnering with and strengthening DBE partners.

Whether purchasing fuel in bulk or tank wagon quantities, buying retail or consigned – the DBD Program leverages Mansfield’s operational support and experience to execute even the most complex fuel management strategies.



Integrated DBE Fueling

Mansfield Energy works with over 1,200 fuel delivery partners across North America, including a wide array of certified diverse business partners.

By leveraging Mansfield’s DBE fueling network, customers can be assured of receiving competitive fuel pricing, quality service, and industry-leading digital integration at every step.

Across North America, customers choose Mansfield to coordinate and manage their diversity spend requirements.



TAB 6: Small Business Subcontracting Plan**Diversity Spend Proposal for Commonwealth of Virginia**

Given the structure of a fuel card services program as requested in this RFP, it is not practical for Mansfield to subcontract these services to other suppliers. Mansfield is effectively providing a financial service for the Commonwealth and other agencies – essentially providing a credit network – which is not a service that can be effectively outsourced to a subcontractor of any kind, let alone a socially or financially disadvantaged business enterprise.

Outsourcing fuel supply or delivery for the Consignment Fuel Services program is also not practical given the limited demand for the one consigned location of only approximately 34,000 gallons of fuel per year. The cost to incorporate a small business into such a small fuel supply and delivery arrangement would be prohibitive.

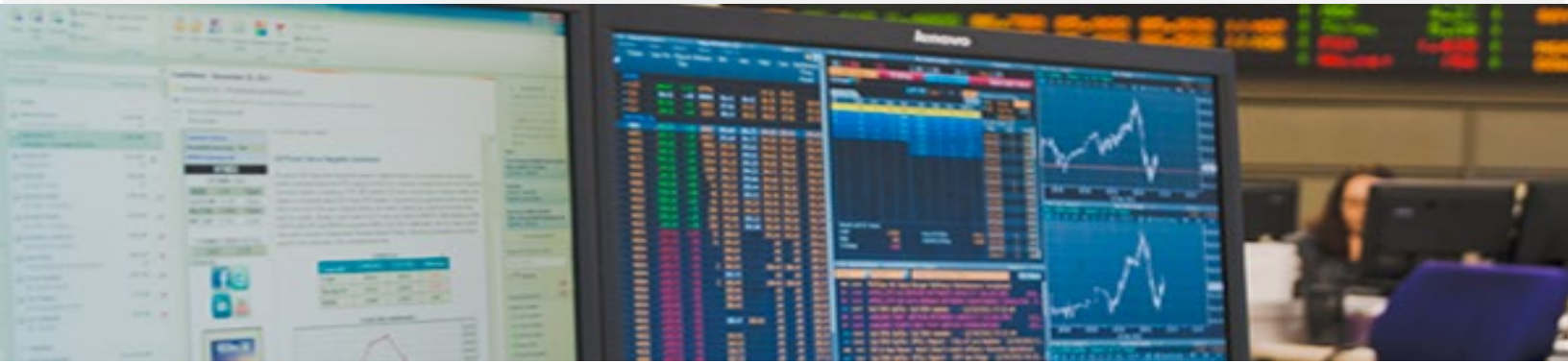
Accordingly, given the unique and limited nature of the services requested in this RFP, Mansfield is not planning to subcontract services to a small business as it is not practical.



APPENDIX

Additional services are available to the Commonwealth of Virginia upon request.

Should Mansfield be awarded the bid, Mansfield representatives will continue proactively assessing the Commonwealth of Virginia's business to make suggestions regarding value-add programs that can reduce total program costs, optimize processes, or streamline operations.



Fleet Management Software Integration

A fuel program with Mansfield leverages the best practices of the nation's leading fuel management company. Those best practices include not only the consolidation of enterprise-wide fuel programs, but also the seamless integration with any preferred fleet management or accounting software.

Details	Name	Type	Partner	Scheduled Time	Start Time	Steps Completed	Total Steps	End Time	Status
Details	EDS..._Specification..._Monitor Status	Transmitter (0)	MANSFIELD OIL COMPANY (1000)	10/16/2017 3:30:00 PM	10/16/2017 3:00:48 PM	1	2	10/16/2017 3:00:48 PM	🟢
Details	Advanced Energy Cost Feed	Transmitter	MANSFIELD OIL COMPANY (1000)	10/16/2017 4:00:00 PM	10/16/2017 3:00:48 PM	3	3	10/16/2017 3:00:54 PM	🟢
Details	ESS Alert - Has Correct P&ID..._INEX-Census	Transmitter (0)		10/17/2017 3:00:00 PM	10/16/2017 3:00:48 PM	2	2	10/16/2017 3:00:54 PM	🟢
Details	ALERT - Invalid Spec Name - Invalid Character	Transmitter	MANSFIELD COMMERCIAL (6)	10/16/2017 4:00:00 PM	10/16/2017 3:00:48 PM	1	2	10/16/2017 3:00:51 PM	🟢
Details	Alert - Statement Billing - Has Cost Loc	Transmitter (0)		10/16/2017 5:00:00 PM	10/16/2017 3:00:48 PM	1	2	10/16/2017 3:00:51 PM	🟢
Details	COG Storage Capacity (M3/M)	Transmitter	COMMONWEALTH OF VIRGINIA (14202)	10/16/2017 3:40:00 PM	10/16/2017 3:40:48 PM	1	2	10/16/2017 3:40:50 PM	🟢
Details	EDS..._Specification..._Monitor Status	Transmitter (0)		10/16/2017 3:32:00 PM	10/16/2017 2:32:48 PM	1	2	10/16/2017 2:32:48 PM	🟢
Details	COOLING OIL Customer	None	0		10/16/2017 2:32:48 PM	2	2	10/16/2017 6:13:23 PM	🟢
Details	COOLING OIL Customer	None	0		10/16/2017 2:32:48 PM	2	2	10/16/2017 6:13:23 PM	🟢
Details	Customer CATALOG (SAP) Statement Customer	None	0		10/16/2017 3:13:28 PM	2	2	10/16/2017 6:13:30 PM	🟢

1199 items in 122 pages

Mansfield can customize data feeds as needed. Currently, Mansfield effectively deploys data transmitters by utilizing every industry standard format, including file drops, auto-scheduled email transmission, and EDI standard documents. Mansfield uses the latest technologies to ensure secure, flexible integrations.

As the largest downstream fuel distributor in North America, Mansfield has a customer base that requires interfacing with the largest fuel and fleet management software vendors in the country, including FuelQuest and TelaPoint. Once provided the requisite format, Mansfield's Business Technology (BT) group can design an interface with any fleet management software vendor, such as Collective Data, RTA Fleet, Asset Works, Telogis, or Fleetio, as well as ERP platforms such as Coupa, JD Edwards, SAP, or Oracle.

Mansfield customers use data exchange to automate delivery of order details and cost information across all product types. Customer benefits include:

- **Eliminate Manual Data Entry**
- **Avoid Duplicate Entries**
- **Automated Process**
- **Itemized Order Entry**
- **Trace Credit/Rebills**
- **Increase Operational Efficiency**



Fuel Price Risk Management

PLAN FOR THE UNEXPECTED

In the energy industry, unpredictable forces such as extreme weather, geopolitical events, pipeline failures and refinery shutdowns can raise fuel prices and potentially damage your bottom line. Mansfield Price Risk Management services can mitigate the impact these and other events may have on your fuel costs.

LOCK IN COST STABILITY TO MEET BUDGET GOALS

Are you gambling that prices will not turn against you? If your organization is exposed to volatile fuel market prices but is not hedging that risk exposure, you may be at risk of higher fuel costs, lower profits and blown budgets. Why assume the risk when you can lock in cost stability, budget goals and peace of mind with Mansfield Fuel Price Risk Management.

RANGE OF FUEL PRICE PROTECTION OPTIONS

There is no “one size fits all” approach to managing fuel price risk, which is why Mansfield Energy offers a range of options tailored to your needs.

Mansfield Price Risk Management benefits include:

- 100% Correlation
- Flexible Volumes
- Nationwide Coverage
- Verifiable pricing



Is Fuel Price Protection Right for You?

If your organization’s profitability or customer relations are directly impacted by the inherent volatility in energy markets, then the answer is “yes.”

Price risk management should be considered when:

- ✓ Fuel costs are not passed through to customers
- ✓ Your bottom line is sensitive to fuel costs
- ✓ Your budgeting process requires accurate, predictable fuel costs
- ✓ You have nationwide operations and require consistent fuel pricing across regions
- ✓ You want to establish long-term competitive differentiation by limiting price risk exposure

Diesel Exhaust Fluid

Mansfield has been the market leader in DEF supply and logistics since 2009. From strategically located DEF rail cars and terminals to dedicated DEF bulk delivery trucks and nearly 100 DEF distribution partners, Mansfield offers unmatched DEF logistics systems. Mansfield's industry-leading program ensures customers will have product when and where it is required.



Extensive North American DEF Supply

- 35 Production Plant & Marine Terminals
- 50 Rail Terminal Supply Points
- 15 Packaging Plants in North America

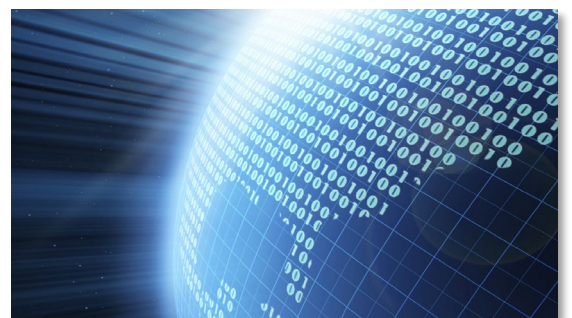
Robust Network of Delivery Assets

- 140 DEF Transport Trucks
- Assets Domiciled at Every DEF Supply Point
- 80 Metered Trailers



Advanced DEF Logistics Technology

- End-to-End Order Management
- EDI Ordering
- Remote Tank Monitoring
- Electronic Proof-of-Deliveries
- Integration with Major ERPs



Mansfield possesses a comprehensive understanding of the end-to-end DEF supply and distribution system, offering standardized storage solutions, lower costs, and improved refill operations.



Diesel Exhaust Fluid

DEF STORAGE OPTIMIZATION

As your business continues to convert vehicles that consume more DEF, Mansfield can recommend and implement an optimal storage program. Mansfield has assisted numerous customers in analyzing total DEF usage and optimizing their infrastructure in order to drive costs down. In practically all cases, the value of upgrading equipment has yielded significant savings.



Case Study

Challenge: Lack of DEF Storage

A food service company was using 78,000 gallons of DEF annually at its distribution center, but had just one 330 gallon tote.

Solution: Right-Sized Storage

Mansfield installed a 6,500 gallon bulk DEF tank for the customer.

Benefit: Efficient, Reliable Operations

Not only did the larger storage tank enable savings of \$0.65/gallon, it also reduced vendor time on-site and prevented DEF run-outs. This resulted in over **\$50,000** annual savings for this one location.

Fuel Quality Management



WHAT'S IN YOUR TANK

As today's diesel engines become more complex and expensive, protecting your investment is more important than ever. Poor fuel quality is a leading cause of engine malfunctions. Impurities from dirty tanks and impure fuel can create maintenance headaches, costing your organization in lost productivity and increased operational expenses.



A COSTLY PROBLEM

Water, microbial growth, corrosion, and sediment can adversely affect operational efficiency. The EPA reports **83%** of tanks have corrosion, yet only **25%** of tank owners know it's there.

The costs of poor fuel quality can be severe:

- **Fuel Injector Failure**
- **Vehicle Downtime**
- **Reduced Fuel Economy**
- **Fuel tank Damage**

FORTIFY YOUR FUEL

Mansfield offers a full range of products and proactive services to ensure high quality fuel for your fleets.

Tank Cleaning, Repair and Maintenance

Our network of fuel quality and tank system experts service your tanks, removing water and contaminants.

Fuel Testing

To keep fleets running smoothly, Mansfield offers fuel testing to identify water, particulates and contamination.

Fuel Treatment

Mansfield offers advanced add-itive treatment to keep your engines at peak performance all year long.





COMMONWEALTH of VIRGINIA

Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

August 31, 2021

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: 1094
Commodity: Consignment Fuel and Fuel Card Services
Dated: August 6, 2021
For Delivery To: Statewide
Proposal Due: September 2, 2021 at 5:00PM

The above is hereby changed to read:

1. Reference Page 1 – Proposal Due Date: the Due Date shall now be September 14, 2021 at 5:00 PM

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

Mansfield Oil Company of Gainesville, Inc.

Name of Firm

 VP Government Sales

Signature/Title

10/05/2021

Date



COMMONWEALTH of VIRGINIA

Department of General Services
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

September 13, 2021

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposals: 1094
Commodity: Consignment Fuel and Fuel Card Services
Dated: August 6, 2021
For Delivery To: Statewide
Proposal Due: September 14, 2021 at 5:00PM

The above is hereby changed to read:

- 1. Reference Page 1 – Proposal Due Date: the Due Date shall now be September 28, 2021 at 5:00 PM

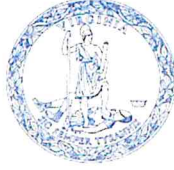
Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

Mansfield Oil Company of Gainesville, Inc.

Name of Firm
Signature/Title
Date



COMMONWEALTH of VIRGINIA

Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO
Director

P.O. Box 1199
Richmond, VA 23218-1199
Voice: (804) 786-3842

September 24, 2021

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference – Request for Proposals: 1094
Commodity: Consignment Fuel and Fuel Card Services
Dated: August 6, 2021
For Delivery To: Statewide
Proposal Due: September 28, 2021 at 5:00PM

The above is hereby changed to read:

1. Reference Page 1 – Proposal Due Date: the Due Date shall now be October 5, 2021 at 5:00 PM
2. Reference Page 4 – III. Statement of Needs.1.b.iv: Replace III.1.b.iv with the corrected language:
 - iv. Contractor shall be responsible for scheduling deliveries and ensuring a minimum of 2,000 gallons of fuel in each tank at all times at the consignment fuel site. If Contractor fails to keep up deliveries, then a disincentive of \$1,000.00 will be applied to the contract everyday all tanks remain below the minimum. This fee will not apply in emergency situations where fuel has become scarce generally.
3. Reference Page 21 – IX. Special Terms and Conditions: Replace 26. Temporary Pricing Adjustments with the corrected language:
 26. **FUEL PRICING ADJUSTMENTS**: In the event that fuel prices and trends shift drastically, the Contractor may request temporary price adjustments to the OPIS or move to the Retail Discount structure originally provided by the Contractor in their proposal. Pricing requests will be evaluated by the Contract Officer and the Office of Fleet Management Services. If the Contractor requests a Temporary Price Adjustment to the OPIS price, they shall provide the evidence they have or that is requested by the Contract Officer. The Contract Officer and the Contractor shall agree upon the time period of the temporary price adjustment. Contractors may only request temporary pricing when there is evidence that the market trends have changed.

Shifting to the Retail Discount Structure may occur in temporary situations such as natural disasters, embargos, pipeline issues, and other acts of God. Adopting the Retail Discount Structure may also be a permanent change if that is in the best interest of the Commonwealth. The Commonwealth, during the course of the contract, may request to discontinue the OPIS pricing and permanently adopt the Retail Discount Structure. If this transpires, the Contractor shall have 30 days to transition over to the Retail Discount Structure.

The consignment site shall always be based on the OPIS unless that is explicitly converted to the Retail Discount Structure by a modification.

4. Reference Page 2 – XI. Proposed Pricing: Please replace this section with the below:

XI. **PROPOSED PRICING:** Please see Attachment F for the pricing structure and to enter your firm's pricing. Pricing score shall be 7 points for your OPIS price compared to other contractors, 7 points for your Retail Discount Structure compared to other contractors and 6 points for your electric charging pricing against other contractors.

5. Reference Attachment F Pricing: Please replace Attachment F Pricing with the updated version titled "Attachment F Pricing Addendum 3" which is on eVA.

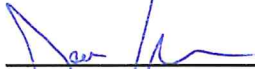
Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Very truly yours,

Ryan Thompson, VCO
Statewide Sourcing & Contracting Officer

Mansfield Oil Company of Gainesville, Inc.

Name of Firm



VP, Government Sales

Signature/Title

10/05/2021

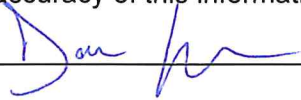
Date

VENDOR DATA SHEET

The following information is required as part of the Offeror's response to this solicitation.

1. Qualification: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Offeror's Primary Contact:
Name: Dan Luther Phone: 800-695-6626 Email: mocbids@mansfieldoil.com
3. Years in Business: Indicate the length of time Offeror has been in business providing this type of good or service:
63 Years 10 Months
4. eVA Vendor ID or DUNS Number: C23016 / 03-372-3990
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Offeror 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.
 - A. Company: State of South Carolina Contact: Thomas D. "Tige" Howie III
Phone: (803) 737-1502 Email: () Thomas.Howie@admin.sc.gov
Dates of Service: 2017 - Present \$ Value: \$36 million annually
 - B. Company: State of North Dakota Contact: Mike Gerhart
Phone: (701) 400-7313 Email: () MGerhart@nd.gov
Dates of Service: 2019 - Present \$ Value: \$6 million annually
 - C. Company: State of Louisiana Contact: Shannon F. R. Arceneaux
Phone: (225) 342-3491 Email: () Shannon.Arceneaux@la.gov
Dates of Service: 2016 - Present \$ Value: \$38-\$51 million annually
 - D. Company: City of Fort Worth, TX Contact: Randy Rendon
Phone: (817) 392-5112 Email: () Randy.Rendon@ftworthtexas.gov
Dates of Service: 2014 - Present \$ Value: \$3 million annually

I certify the accuracy of this information.

Signed:  Title: VP, Government Sales Date: 10/05/2021

STATE CORPORATION COMMISSION FORM

Offerors are required to return this form with their proposal.

Virginia State Corporation Commission ("SCC") registration information: The Offeror:

is a corporation or other business entity with the following SCC identification number:
F0373631

-OR-

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

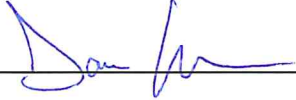
-OR-

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 Offeror 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 Offeror's out-of-state location)

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature:  Date: 10/05/2021

Name: Dan Luther
Print

Title: VP, Government Sales

Name of Firm: Mansfield Oil Company of Gainesville, Inc.

**ATTACHMENT G
CERTIFICATION OF COMPLIANCE
WITH PROHIBITION OF POLITICAL CONTRIBUTIONS AND GIFTS DURING THE PROCUREMENT
PROCESS**

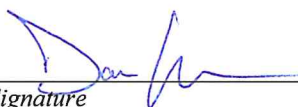
For contracts with a stated or expected value of \$5 million or more except those awarded as the result of competitive sealed bidding

I, Dan Luther, a representative of Mansfield Oil Company of Gainesville, Inc, am submitting
Please Print Name *Name of Offeror*

a proposal to Department of General Services, Division of Purchases and Supply in response to RFP 1094 a solicitation where stated or expected contract value is \$5 million or more which is being solicited by a method of procurement other than competitive sealed bidding as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The offeror shall not knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.
2. No individual who is an officer or director of the offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.
3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater.



Signature

VP, Government Sales

Title

10/05/2021

Date