

CONTRACT

DINWIDDIE COUNTY FUEL CARD PROGRAM

The Agreement is made this 17th day of October 2017, by and between **James River Solutions, LLC**, of 10487 Lakeridge Parkway, Ashland, Virginia 23005 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie, Virginia; Dinwiddie County School Board; and Dinwiddie County Department of Social Services** (parties of the second part, and hereinafter together known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to for a new Fuel Card Program for use by Dinwiddie County, Dinwiddie County School Board and Dinwiddie County Social Services; and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having the best proposal; and

WHEREAS, County has selected Contractor to provide a fuel card program, according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals # 17-082317 including any addenda and (3) Contractor’s proposal dated September 15, 2017. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year beginning November 1, 2017, with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the following unit prices (the “Contract Price”):

Price shall be based on OPIS Closing Wholesale Rack Report daily gross price for Richmond, Virginia for the day the fuel is pumped from the tank. If it should occur that the OPIS publication is not published for any given day, then the previous day’s publication shall be used

to determine the daily price. The price per gallon shall be the OPIS daily average base price per gallon plus the differential.

Gasoline and Diesel 0.12 differential

Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Tracy Little
County Administrator	James River Solutions, LLC
P. O. Drawer 70	10487 Lakeridge Parkway
Dinwiddie, Virginia 23841	Ashland, Virginia 23005
(804) 469-4500	(804) 767-8170
accounting@dinwiddieva.us	tracy@jrpenenergy.com or bbailey@jrpenenergy.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.


IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia



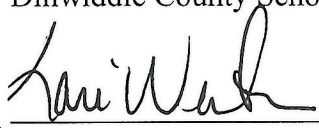
W. Kevin Massengill
County Administrator

James River Solutions, LLC

By: 

Title: Managing Partner

Dinwiddie County School Board



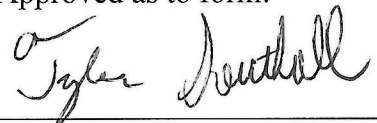
✓ Dr. Kari Weston, Superintendent

Dinwiddie County Social Services



Rose Mastracco, Director

Approved as to form:



Tyler Southall, County Attorney