Dear Chris Pond:

Subject: Virginia Tech Contract #TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

Thank you for responding to my letter of March 21, 2016 and agreeing to renew the contract. The contract will now expire August 31, 2017.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Anthony S. Beeken, VCO, CUPO
Buyer Senior/Contracts Officer
Telephone: (540) 231-5240

ASB/kjb

c: F.M. Pro
   Pamela D. Worrell
Suffolk Energies, Inc.

**FULL LEGAL NAME**
(Company Name as it appears with your Federal Taxpayer Number)

Griffin Oil & Propane

**BUSINESS NAME/DBA NAME/TA NAME**
(If different than Full Legal Name)

Griffin Oil & Propane

**BILLING NAME**
(Company name as it appears on your invoice)

**PURCHASE ORDER ADDRESS:**

P O Box 1855

P O BOX ADDRESS 1

STREET ADDRESS 2

Suffolk

CITY

VIRGINIA

STATE

23439

ZIP CODE

Chris Pond

CONTACT PERSON

don@suffolkenergies.com

**PAYMENT ADDRESS:**

P O Box 1855

PAYMENT P O BOX ADDRESS 1

PAYMENT STREET ADDRESS 2

Suffolk

CITY

VIRGINIA

STATE

23439

ZIP CODE

757-539-4761

PHONE NUMBER

757-539-2372

TOLL FREE NUMBER

FAX NUMBER
Griffin Oil & Propane
Attn: Chris Pond
PO Box 1855
Suffolk, VA 23439-1855

Dear Chris Pond:

Subject: Virginia Tech Contract # TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

This is to inform you that the subject contract expires August 31, 2016. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. A signed copy of this letter should be received by Procurement by April 5, 2016.

In addition, review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential this information be accurate for payments to be processed in a timely manner.

Virginia Tech recommends that our vendors utilize the Wells One AP Control Payment System for payment of all invoices and strongly encourages all vendors under contract with the university to participate in this program. If your firm is not enrolled in the program, refer to our website: http://www.procurement.vt.edu/Vendor/WellsOne.html or contact me directly for more information.

Sincerely,

Anthony S. Beeken, VCO, CUPO
Buyer Senior/Contracts Officer
Telephone: (540)-231-5240

Griffin Oil & Propane agrees to renew the contract for an additional year under the terms and conditions of the subject contract.

Authorized Signature: [Signature]
Date: 03/30/16
Name: (please print)
Title: VP

We currently participate in the Wells One Program. We would like to participate in the Wells One Program

Griffin Oil & Propane does not agree to renew the contract for an additional year.

Authorized Signature: ____________________________
Date: ____________________________
Name: ____________________________
Title: ____________________________

Approved: ____________________________
Mary W. Helmick
Director of Procurement
Date: 4/1/16

Invent the Future

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
An equal opportunity, affirmative action institution
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<td>Chris Pond</td>
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<td><strong>CONTACT PERSON</strong></td>
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<td><a href="mailto:pond@suffolkenergies.com">pond@suffolkenergies.com</a></td>
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August 10, 2015

Suffolk Energies, Inc.
Attn: Chris Pond
PO Box 1855
Suffolk, VA 23439

Dear Mr. Pond:

Subject: Virginia Tech Contract #TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

Thank you for responding to my letter of July 17, 2015 and agreeing to renew the contract for an additional year. The contract will now expire August 31, 2016.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Anthony S. Beeken, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-5240

ASB/sr

c: F.M. Pro
Bobby Ashburn
## Suffolk Energies, Inc.

**FULL LEGAL NAME**
(Company Name as it appears with your Federal Taxpayer Number)

Griffin Oil & Propane

**BUSINESS NAME/ DBA NAME/TA NAME**
(If different than Full Legal Name)

Griffin Oil & Propane

**BILLING NAME**
(Company name as it appears on your invoice)

### PURCHASE ORDER ADDRESS:

- **P O Box 1855**
- **Suffolk**
- **VIRGINIA 23439**

**CONTACT PERSON**
Chris Pond

**EMAIL**
pond@suffolkenergies.com

### PAYMENT ADDRESS:

- **P O Box 1855**
- **Suffolk**
- **VIRGINIA 23439**

**PHONE NUMBER**
757-539-4761

**EMAIL**
pond@suffolkenergies.com

**TOLL FREE NUMBER**
757-539-2372

**FAX NUMBER**
July 17, 2015

Suffolk Energies, Inc.
Attn: Chris Pond
PO Box 1855
Suffolk, VA 23439

Dear Mr. Pond:

Subject: Virginia Tech Contract # TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

This is to inform you that the subject contract expires August 31, 2015. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by July 31, 2015.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

[Signature]

Anthony S. Beeken, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-5240

Suffolk Energies, Inc. agrees to renew subject contract.

Authorized Signature: [Signature]
Name: Christian Pond
Title: VP (please print)

Suffolk Energies, Inc. does not agree to renew the contract for an additional year.

Authorized Signature: __________________________
Name: __________________________
Title: __________________________

ASB/sr
c: FMP

Approved:

[Signature]
Mary W. Helmick
Director of Procurement

Date: 8/10/15
Suffolk Energies, Inc.

**FULL LEGAL NAME**
(Company Name as it appears with your Federal Taxpayer Number)  

Griffin Oil & Propane

**BUSINESS NAME/DBA NAME/TA NAME**
(If different than Full Legal Name)

Griffin Oil & Propane

**BILLING NAME**
(Company name as it appears on your invoice)

**PURCHASE ORDER ADDRESS:**
P O Box 1855

**PAYMENT ADDRESS:**
P O Box 1855

**STREET ADDRESS 2**
Suffolk

**STREET ADDRESS 2**
Suffolk

**CITY**  

**CITY**

**VIRGINIA**  

**VIRGINIA**

**STATE**  

**STATE**

**23439**  

**23439**

**ZIP CODE**

**ZIP CODE**

Chris Pond

**CONTACT PERSON**
pond@suffolkenergies.com

**EMAIL**

757-539-4761

**PHONE NUMBER**

757-539-2372

**TOLL FREE NUMBER**

**FAX NUMBER**
Suffolk Energies, Inc.
Attn: Chris Pond
PO Box 1855
Suffolk, VA 23439

Dear Mr. Pond:

Subject: Virginia Tech Contract #TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

Thank you for responding to my letter of April 2, 2014 and agreeing to renew the contract for an additional year. The contract will now expire August 31, 2015.

The attached form shows your company information as listed in the university's vendor database. If any of this information changes, please make corrections directly on the form, and return to me. It is essential that this information be accurate in order for payments to be processed in a timely manner.

We look forward to working with you for an additional year.

Sincerely,

Anthony S. Beeken, VCO
Buyer Senior/Contracts Officer
Telephone: (540) 231-5240

ASB/sr

c: F.M. Pro
Bobby Ashburn

April 11, 2014
Suffolk Energies, Inc.

FULL LEGAL NAME
(Company Name as it appears with your Federal Taxpayer Number)

Griffin Oil & Propane

BUSINESS NAME/ DBA NAME/TA NAME
(If different than Full Legal Name)

Griffin Oil & Propane

BILLING NAME
(Company name as it appears on your invoice)

PURCHASE ORDER ADDRESS:

P O Box 1855

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STREET ADDRESS 2

Suffolk

CITY

VIRGINIA 23439

STATE ZIP CODE

Chris Pond

CONTACT PERSON

pond@suffolkenergies.com

EMAIL

FEDERAL TAXPAYER NUMBER

(If different than ID# above)

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Suffolk Energies, Inc.
Attn: Chris Pond
PO Box 1855
Suffolk, VA 23439

Dear Mr. Pond:

Subject: Virginia Tech Contract # TG-004-14
Commodity/Service: Gasoline and Diesel Fuel

This is to inform you that the subject contract expires August 31, 2014. Since the university would like to renew the contract for an additional year, please advise concerning your intention by signing in the appropriate space listed below. Please return one signed copy of this letter to me by April 16, 2014.

Please review the attached form, which shows your company information as listed in the university's vendor database. If any of this information has changed, make corrections directly on the form, and return with this letter. It is essential that this information be accurate in order for payments to be processed in a timely manner.

Thank you for your attention to this matter.

Sincerely,

Anthony S. Beeken, VCO Buyer Senior/Contracts Officer Telephone: (540) 231-5240

Suffolk Energies, Inc. agrees to renew the subject contract for an additional year in accordance with the terms and conditions of the subject contract.

Authorized Signature:  
Date: 6/19/14

Name:  Chris Pond  
Title: VP

Suffolk Energies, Inc. does not agree to renew the contract for an additional year.

Authorized Signature:  
Date: ______________________

Name:  ______________________  
Title: ______________________

ASB/sr  
c: FMP

Approved:  
Gregory Pratt  
Assistant Director of Procurement for Facilities Support  
Date: 4/11/14
**VENDOR INFORMATION FORM**

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CONTRACT MODIFICATION AGREEMENT

Date: September 16, 2013

Contract No.: TG-004-14

Modification No.: One

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Suffolk Energies, Inc. dba Griffin Oil Company

Commodity: Gasoline and Diesel Fuel

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

Correct Suffolk Energies, Inc. dba:

From: Suffolk Energies, Inc.
    dba Griffin Oil Company
    P. O. Box 1855
    Suffolk, VA 23439

To: Suffolk Energies, Inc.
    dba Griffin Oil & Propane
    P. O. Box 1855
    Suffolk, VA 23439

Except as provided herein, all terms and conditions of Contract Number TG-004-14, as heretofore changed, remain unchanged and in full force and effect.

Contractor
By: [Signature]
    Name and Title

Virginia Tech
By: [Signature]
    W. Thomas Kaloupek
    Director of Procurement
COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: TG-004-14

This contract entered into this 23rd day of August 2013, by Suffolk Energies, Inc. dba Griffin Oil Company, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

SCOPE OF CONTRACT: The Contractor shall provide the gasoline and diesel fuel to Virginia Tech's Tidewater Agricultural Research and Extension Center as set forth in the Contract Documents.


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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid number 0027373 dated August 9, 2013, and the bid submitted by the Contractor dated August 16, 2013, all of which contract documents are incorporated herein.

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

Contractor
By: Christian Pineda-VP
Name and Title

Virginia Tech
By: W. Thomas Kaloupek
Director of Procurement
INVITATION FOR UNSEALED BID # 0027373 THIS IS NOT AN ORDER

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT (MC 0333)
NORTH END CENTER, SUITE 2100, VIRGINIA TECH, 300 TURNER STREET NW
BLACKSBURG, VIRGINIA 24061

DATE BID RETURN DATE AND HOUR BID OPENING DATE AND HOUR
August 9, 2013 August 19, 2013, 5PM

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Anthony S. Beeken, VCO
Contracts Officer/Buyer Senior
E-MAIL ADDRESS: abeeken@vt.edu
TELEPHONE NUMBER: (540) 231-5240
FAX NUMBER: (540) 231-9628
AFTER HOUR MESSAGES: (540) 231-6221

COMMODITY: Gasoline and Diesel Fuel SEE ATTACHED

SPECIAL INSTRUCTIONS

1. Responses must be submitted on this form and the attachment(s) provided.
2. Facsimile unsealed bids received in the Virginia Tech Procurement Department prior to the time and date designated for bid submission will be accepted.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Procurement Department (MC 0333), North End Center, Suite 2100, Virginia Tech, 300 Turner Street, NW, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.

6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
7. Any ADDENDUM issued for this solicitation may be accessed at http://www.procurement.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
8. Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at http://www.eva.state.va.us/ and submit prices accordingly.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.procurement.vt.edu/html/docs/terms/GTC_BID_06142013.pdf, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

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*BUSINESS CLASSIFICATION
☐ LARGE ☐ SMALL ☐ MINORITY-OWNED ☐ WOMEN-OWNED

"Business Classification definitions can be viewed at http://www.procurement.vt.edu/vendor-class.html"

Is your Classification certified by the Virginia Dept of Minority Business Enterprises? ☐ Yes ☐ No
If yes, provide Certification Number:

"For assistance with certification questions, please visit: http://www.dmbo.state.va.us/swamcert.html"

THIS IS NOT AN ORDER
I. PURPOSE:

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide gasoline and diesel fuel for the Tidewater Agricultural Research and Extension Center, Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND:

The Virginia Agricultural Research and Extension Centers -- known as ARECs -- help serve the Commonwealth's agricultural needs. These centers comprise a portion of Virginia's Agricultural Experiment Station research system. In particular, Tidewater AREC is located in the City of Suffolk on approximately 336 acres and has research and extension programs dealing with corn, cotton, peanut, small grains, soybean, vegetables and swine. Gasoline and diesel fuel are needed to support the functions and continuing research for this center. Actual location of tanks is at 6321 Holland Road, Suffolk, VA 23437.

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

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

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

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

For registration and technical assistance, reference the eVA website at: eva.CustomerCare@dgs.virginia.gov or call 866-289-7367 or 804-371-2525.

IV. SCOPE OF SERVICE:

A. General:

The contractor shall furnish and deliver gasoline and diesel fuel, as described below, when ordered by Tidewater AREC.

B. Gasoline:

1. Type: Reformulated 87% octane unleaded gasoline
2. Estimated usage/year: 9,400 gallons
3. Tank size (above ground): 1,500 gallons
4. Applicable laws: All gasoline shall be in complete conformance with ASTM D 4814 as described in Attachment C, Specifications, Gasoline.
5. Rate of delivery: Contractor shall supply on an “As Needed” basis.
6. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those estimated.

C. Diesel Fuel:

1. Type: Ultra Low Sulfur Diesel Fuel
2. Estimated usage/year 5000 gallons
3. Tank size (above ground): 1,500 gallons
4. Applicable laws: All diesel fuel shall be in complete conformance with ASTM D 975. Grade No. 2 S15 as described in Attachment D, Specifications, Ultra Low Sulfur Diesel Fuel.

5. Rate of delivery: Contractor shall supply on an “As Needed” basis.

6. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those estimated.

D. Certification of Products Delivered:

The contractor shall submit the following certification as to source and base price with each invoice submitted to Virginia Tech. The format of this certification shall be as follows:

CERTIFICATION:

Delivery Date: ______________________________
Supplier indicated in bid: __________________________
Base price from source on above date: _______________________
Differential: _______________________________
Total price/gallon: __________________________
Signature: ______________________________

A rubber stamp may be used to place the above information on the invoice. This verification should be retained with the contractor’s invoice for future reference and/or audits.

V. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Invitation For Bid.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.procurement.vt.edu/Department/WellsOne.html or contact the person in Procurement Department identified in the IFB.

VI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

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

VII. CONTRACT ADMINISTRATION:

A. Bobby Ashburn, Senior Agricultural Manager, Tidewater AREC, at Virginia Tech or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

VIII. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

The price charged by the contractor to Virginia Tech shall be the source’s posted base price (Reseller Tank Car Price) as of the delivery date plus Differential Rate (contractor’s profit inclusive of all freight, delivery, pumping fees and miscellaneous charges). The posted base price is the price paid by the Contractor from the source indicated below and is subject to frequent fluctuations. The base price plus the Differential Rate equals the net price or price to be shown on the invoice. The Differential Rate shall remain firm for the duration of the contract. However, the posted base price may change from delivery to delivery.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Annual Usage</th>
<th>Differential Rate/gallon</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Reformulated 87% Octane Unleaded Gasoline</td>
<td>9,400 Gallons X</td>
<td>$_____/gallon = $_______</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Ultra Low Sulfur Diesel Fuel</td>
<td>5,000 Gallons X</td>
<td>$_____/gallon = $_______</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total Differential Rate $_______

IX. ADDENDUM:

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

X. TERMS AND CONDITIONS:

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

XI. ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
Attachment C - Specifications, Gasoline
Attachment D - Specifications, Ultra Low Sulfur Diesel Fuel
ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions


Special Terms and Conditions

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. AWARD OF CONTRACT: Virginia Tech will make the award on a grand total price basis to the lowest responsive and responsible bidder. The Virginia Tech Procurement Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.

5. BID ACCEPTANCE PERIOD: Any bid received in response to this solicitation shall be valid for (60) days. At the end of the (60) 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 cancelled.

6. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Invitation for Bids, the signed Bid submitted by the Contractor, the Commonwealth Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

8. CONTRACT PERIOD: The contract shall be for a period of one (1) year.

9. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

10. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

   INSURANCE COVERAGES AND LIMITS REQUIRED:
   A. Worker's Compensation - Statutory requirements and benefits.
   B. Employers Liability - $100,000.00
   C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability,
The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

11. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
Attention: Name of Person Signing Bid

If to Virginia Tech:
Virginia Polytechnic Institute and State University
Attn: Anthony S. Beeken
Procurement Department (0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University
Attn: Bobby Ashburn
Tidewater Agricultural Research and Extension Center
6231 Holland Road
Suffolk, Virginia 23437

12. 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.

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

14. SAFETY: The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231-5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

15. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
Contract Number: __________________________

This contract entered into this ___ day of ____________ 20___, by ________________________, hereinafter called the "Contractor" and Commonwealth of Virginia. Virginia Polytechnic Institute and State University called "Virginia Tech".

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

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From ______________________________ through __________________________.

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number __________ dated _________, together with all written modifications thereof and the bid submitted by the Contractor dated _________, all of which contract documents are incorporated herein.

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

Contractor: Virginia Tech
By: _______________________________ By: _______________________________
Title: ______________________________
**ATTACHMENT C**

**Specifications, Gasoline**

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

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

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

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

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

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

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

The areas affected are as follows:

Northern Virginia:
- Arlington County
- Fairfax County
- Loudon County
- Prince William County
- Stafford County
- Alexandria
- Fairfax
- Falls Church
- Manassas
- Manassas Park

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

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

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

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Method</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color, ASTM</td>
<td>D 1500</td>
<td></td>
</tr>
<tr>
<td>Doctor Test</td>
<td>D 4952</td>
<td>Negative³</td>
</tr>
<tr>
<td>Sulfur, ppm</td>
<td>D 5453</td>
<td>15</td>
</tr>
<tr>
<td>Distillation – 90% recovered, °C</td>
<td>D 86</td>
<td>282</td>
</tr>
<tr>
<td>Flash Point, °C</td>
<td>D 93</td>
<td>52</td>
</tr>
<tr>
<td>Density, Kg/m³, °C</td>
<td>D 4052</td>
<td>876</td>
</tr>
<tr>
<td>Viscosity @40°C, mm²/S (cSt)</td>
<td>D 445</td>
<td>1.9</td>
</tr>
<tr>
<td>Cold Filter Plugging Point (CFPP), °C</td>
<td>D 6371</td>
<td></td>
</tr>
<tr>
<td>Cold Filter Plugging Point (CFPP), °C (Summer)</td>
<td></td>
<td>-6</td>
</tr>
<tr>
<td>Cold Filter Plugging Point (CFPP), °C (Winter)</td>
<td></td>
<td>-12</td>
</tr>
<tr>
<td>Cetane Index</td>
<td>D 976</td>
<td>41</td>
</tr>
<tr>
<td>Corrosion, Copper Strip, rating 3h @ 50°C</td>
<td>D 130</td>
<td>1B</td>
</tr>
<tr>
<td>Carbon – Residue on 10% distillation, % mass</td>
<td>D 4530</td>
<td>0.35</td>
</tr>
<tr>
<td>Ash, mass %</td>
<td>D 482</td>
<td>0.01</td>
</tr>
<tr>
<td>Water &amp; Sediment, Volume %</td>
<td>D 2709</td>
<td>0.05</td>
</tr>
<tr>
<td>Haze point</td>
<td>D 4176</td>
<td>Clear and bright @ ambient Temperature</td>
</tr>
<tr>
<td>Conductivity, pS/m</td>
<td>D 2624</td>
<td>50</td>
</tr>
<tr>
<td>Lubricity, High Frequency Reciprocating Rig (HFRR) @60°C, micron</td>
<td>D 6079</td>
<td>520</td>
</tr>
</tbody>
</table>

Conforms to ASTM D 975, Grade No. 2-D S15 Specification
INVITATION FOR UNSEALED BID # 0027373  THIS IS NOT AN ORDER

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PROCUREMENT DEPARTMENT (MC 0333)
NORTH END CENTER, SUITE 2100, VIRGINIA TECH, 300 TURNER STREET NW
BLACKSBURG, VIRGINIA 24061

<table>
<thead>
<tr>
<th>DATE</th>
<th>BID RETURN DATE AND HOUR</th>
<th>BID OPENING DATE AND HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 3, 2013</td>
<td></td>
<td>August 19, 2013 5 PM</td>
</tr>
</tbody>
</table>

BIDDER'S ADDRESS
Griffin Oil Company
1224 Holland Road
Suffolk, VA 23434

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:
Anthony S. Beeken, VCO
Contracts Officer/Buyer Senior
E-MAIL ADDRESS: abeeken@vt.edu
TELEPHONE NUMBER: (540) 231-5240
FAX NUMBER: (540) 231-9628
AFTER HOUR MESSAGES: (540) 231-6221

COMMODITY: Gasoline and Diesel Fuel SEE ATTACHED

SPECIAL INSTRUCTIONS
1. Responses must be submitted on this form and the attachment(s) provided.
2. Facsimile unsealed bids received in the Virginia Tech Procurement Department prior to the time and date designated for bid submission will be accepted.
3. Responses should be signed below.
4. Responses will be received in the Virginia Polytechnic Institute and State University, Procurement Department (MC 0333), North End Center, Suite 2100, Virginia Tech, 300 Turner Street, NW, Blacksburg, VA 24061 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.
7. Any ADDENDUM issued for this solicitation may be accessed at http://www.procurement.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.
8. Bidders must take cognizance of the fees associated with the eVA Business-To-Government Vendor Registration requirement described herein and at http://www.evavendor.vt.edu and submit prices accordingly.

CERTIFICATION IN ACCORDANCE WITH THIS INVITATION FOR UNSEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN INCLUDING THE GENERAL TERMS AND CONDITIONS SHOWN AT http://www.procurement.vt.edu/html/docs/termsGTC_BID_06142013.pdf THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk Energies, Inc.</td>
<td></td>
<td>8/16/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/O.E. NAME/TA NAME (IF different than Full Legal Name)</th>
<th>FEDERAL TAXPAYER NUMBER</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Griffin Oil &amp; Prop.</td>
<td></td>
<td>8/16/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BELLING NAME (Company name as it appears on your invoice)</th>
<th>FEDERAL TAXPAYER NUMBER</th>
<th>DELIVERY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Same as Above</td>
<td></td>
<td>8/16/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 1875</td>
<td>P.O. Box 1875</td>
</tr>
<tr>
<td>Suffolk VA 23439</td>
<td>Suffolk, VA 23439</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Pond</td>
<td></td>
<td>8/16/13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOOL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:pend@suffolkenergies.com">pend@suffolkenergies.com</a></td>
<td>579-9741</td>
<td>579-9737</td>
<td>579-9737</td>
</tr>
</tbody>
</table>

**BUSINESS CLASSIFICATION**

<table>
<thead>
<tr>
<th>LARGE</th>
<th>SMALL</th>
<th>MINORITY-OWNED</th>
<th>WOMEN-OWNED</th>
</tr>
</thead>
</table>

*Is your Classification certified by the Virginia Dert of Minority Business Enterprise?  Y E S D E N Y* If yes, provide Certification Number:

*For assistance with certification questions, please visit: http://www.sbe.state.va.us/engage.html*

THIS IS NOT AN ORDER
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (VIRGINIA TECH)

INVITATION FOR UNSEALED BID NUMBER 0027373

Gasoline and Diesel Fuel

I. PURPOSE:

The intent and purpose of this Invitation For Unsealed Bid is to establish a term contract with one qualified source that can provide gasoline and diesel fuel for the Tidewater Agricultural Research and Extension Center, Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. BACKGROUND:

The Virginia Agricultural Research and Extension Centers -- known as ARECs -- help serve the Commonwealth's agricultural needs. These centers comprise a portion of Virginia's Agricultural Experiment Station research system. In particular, Tidewater AREC is located in the City of Suffolk on approximately 336 acres and has research and extension programs dealing with corn, cotton, peanut, small grains, soybean, vegetables and swine. Gasoline and diesel fuel are needed to support the functions and continuing research for this center. Actual location of tanks is at 6321 Holland Road, Suffolk, VA 23437.

III. eVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

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

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

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

For registration and technical assistance, reference the eVA website at: eVACustomerCare@gos.virginia.gov or call 866-289-7367 or 804-371-2525.

IV. SCOPE OF SERVICE:

A. General:

The contractor shall furnish and deliver gasoline and diesel fuel, as described below, when ordered by Tidewater AREC.

B. Gasoline:

1. Type: Reformulated 87% octane unleaded gasoline
2. Estimated usage/year: 9,400 gallons
3. Tank size (above ground): 1,500 gallons
4. Applicable laws: All gasoline shall be in complete conformance with ASTM D 4814 as described in Attachment C, Specifications, Gasoline.
5. Rate of delivery: Contractor shall supply on an “As Needed” basis.
6. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those estimated.

C. Diesel Fuel:

1. Type: Ultra Low Sulfur; Diesel Fuel
2. Estimated usage/year: 5,000 gallons
3. Tank size (above ground): 1,500 gallons
4. Applicable laws: All diesel fuel shall be in complete conformance with ASTM D 975, Grade No. 2 S15 as described in Attachment D, Specifications, Ultra Low Sulfur Diesel Fuel.

5. Rate of delivery: Contractor shall supply on an "As Needed" basis.

6. Quantities: Quantities set forth in this solicitation are estimates, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those estimated.

D. Certification of Products Delivered:

The contractor shall submit the following certification as to source and base price with each invoice submitted to Virginia Tech. The format of this certification shall be as follows:

CERTIFICATION:

Delivery Date: ____________________________
Supplier indicated in bid: ____________________________
Base price from source on above date: ____________________________
Differential: ____________________________
Total price/gallon: ____________________________
Signature: ____________________________

A rubber stamp may be used to place the above information on the invoice. This verification should be retained with the contractor's invoice for future reference and/or audits.

V. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Invitation For Bid.

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

VI. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

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

VII. CONTRACT ADMINISTRATION:

A. Bobby Ashburn, Senior Agricultural Manager, Tidewater AREC, at Virginia Tech or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

VIII. PRICE SCHEDULE: (TO BE COMPLETED BY BIDDER):

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Annual Usage</th>
<th>Differential Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Reformulated 87% Octane Unleaded Gasoline</td>
<td>9,400 Gallons</td>
<td>$1.09/gallon</td>
<td>$8,466.00</td>
</tr>
<tr>
<td>2.</td>
<td>Ultra Low Sulfur Diesel Fuel</td>
<td>5,000 Gallons</td>
<td>$1.09/gallon</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>

Grand Total Differential Rate $12,966.00

**IX. ADDENDUM:**

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

**X. TERMS AND CONDITIONS:**

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

**XI. ATTACHMENTS:**

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
Attachment C - Specifications, Gasoline
Attachment D - Specifications, Ultra Low Sulfur Diesel Fuel
ATTACHMENT A

TERMS AND CONDITIONS

Bid General Terms and Conditions


Special Terms and Conditions

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. AWARD OF CONTRACT: Virginia Tech will make the award on a grand total price basis to the lowest responsive and responsible bidder. The Virginia Tech Procurement Department also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Virginia Tech to be in its best interest.

5. BID ACCEPTANCE PERIOD: Any bid received in response to this solicitation shall be valid for (60) days. At the end of the (60) 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 cancelled.

6. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of: the Invitation for Bids, the signed Bid submitted by the Contractor; the Commonwealth Standard Contract Form (copy attached), the General Terms and Conditions, Special Terms and Conditions, the specifications including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

8. CONTRACT PERIOD: The contract shall be for a period of one (1) year.

9. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Virginia Tech or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

10. INSURANCE:

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

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

D. Automobile Liability - $500,000.00

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

11. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On Bid Cover Page
Attention: Name of Person Signing Bid

If to Virginia Tech:
Virginia Polytechnic Institute and State University
Attention: Anthony S. Beeken
Procurement Department (0333)
North End Center, Suite 2100, Virginia Tech
300 Turner Street NW
Blacksburg, Virginia 24061

and

Virginia Polytechnic Institute and State University
Attention: Bobby Ashburn
Tidewater Agricultural Research and Extension Center
6231 Holland Road
Suffolk, Virginia 23437

12. 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.

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

14. SAFETY: The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the health and safety of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech’s Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231-5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

15. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the Contractor’s expense.
COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

This contract entered into this ___ day of ___ 20___, by ______________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

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

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From __________________ through ____________________

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number ______ dated ______ together with all written modifications thereof and the bid submitted by the Contractor dated ______, all of which contract documents are incorporated herein.

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

Contractor: Virginia Tech

By: ____________________________ By: ____________________________

Title: __________________________ Title: __________________________

ATTACHMENT B

Standard Contract form for reference only
Bidders do not need to fill in this form

COMMERCE OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

This contract entered into this ___ day of ___ 20___, by ______________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

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

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From __________________ through ____________________

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

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation For Bid Number ______ dated ______ together with all written modifications thereof and the bid submitted by the Contractor dated ______, all of which contract documents are incorporated herein.

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

Contractor: Virginia Tech

By: ____________________________ By: ____________________________

Title: __________________________ Title: __________________________
ATTACHMENT C
Specifications, Gasoline

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

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

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

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

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

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

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

The areas affected are as follows:

- **Northern Virginia**
  - Arlington County
  - Fairfax County
  - Loudon County
  - Prince William County
  - Stafford County
  - Alexandria
  - Fairfax
  - Falls Church
  - Manassas
  - Manassas Park

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

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

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

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Method</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Color, ASTM</td>
<td>D 1500</td>
<td></td>
</tr>
<tr>
<td>Doctor Test</td>
<td>D 4952</td>
<td>Negative³</td>
</tr>
<tr>
<td>Sulfur, ppm</td>
<td>D 5453</td>
<td>15</td>
</tr>
<tr>
<td>Distillation – 90% recovered, °C</td>
<td>D 86</td>
<td>282</td>
</tr>
<tr>
<td>Flash Point, °C</td>
<td>D 93</td>
<td>52</td>
</tr>
<tr>
<td>Density, Kg/m³, °C</td>
<td>D 4052</td>
<td>876</td>
</tr>
<tr>
<td>Viscosity @ 40°C, mm²/S (cSt)</td>
<td>D 445</td>
<td>4.1</td>
</tr>
<tr>
<td>Cold Filter Plugging Point (CFPP), °C</td>
<td>D 6371</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Summer¹</td>
<td>-6</td>
</tr>
<tr>
<td></td>
<td>Winter²</td>
<td>-12</td>
</tr>
<tr>
<td>Cetane Index</td>
<td>D 976</td>
<td>41</td>
</tr>
<tr>
<td>Corrosion, Copper Strip, rating 3h @ 50°C</td>
<td>D 130</td>
<td>1B</td>
</tr>
<tr>
<td>Carbon – Residue on 10% distillation, % mass</td>
<td>D 4530</td>
<td>0.35</td>
</tr>
<tr>
<td>Ash, mass %</td>
<td>D 482</td>
<td>0.01</td>
</tr>
<tr>
<td>Water &amp; Sediment, Volume %</td>
<td>D 2709</td>
<td>0.05</td>
</tr>
<tr>
<td>Haze point</td>
<td>D 4176</td>
<td>Clear and bright @ ambient Temperature</td>
</tr>
<tr>
<td>Conductivity, pS/m</td>
<td>D 2624</td>
<td>50</td>
</tr>
<tr>
<td>Lubricity, High Frequency Reciprocating Rig (HFRR) @60°C, micron</td>
<td>D 6079</td>
<td>520</td>
</tr>
</tbody>
</table>

Conforms to ASTM D 975, Grade No. 2-D S15 Specification