

CONTRACT

DINWIDDIE COUNTY
BULK FUEL

The Agreement is made this _____ day of _____ 2021, by and between **Parker Oil Company, Inc.**, of 1428 West Danville Street, South Hill, Virginia 23970 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie, Virginia** and **Dinwiddie County School Board** (parties of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide bulk fuel delivery; and

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

WHEREAS, Contractor was selected as the best suited and providing the best value; and

WHEREAS, County has selected Contractor to provide goods/services;

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 # 22-092821 including any addenda and (3) Contractor’s proposal dated October 14, 2021. 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 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 negotiated at the time of renewal.
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 Average Wholesale Rack Report daily gross price for Richmond, Virginia for the day the fuel is delivered. 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 delivered price per gallon shall be the OPIS daily average base price per gallon plus the differential. Additional fees allowed include the Federal LUST tax, Federal Oil Spillage Fee, and Virginia Tank Storage Fee.

Unleaded Gasoline 97 Octane	0.1644 Differential
#2 Ultra Low Sulfur Diesel (On-Road Diesel)	0.1524 Differential
#2 Dyed Ultra Low Sulfur Diesel (Off-Road Diesel)	0.1524 Differential
Heating Oil	0.1524 Differential

Hourly Rate for Repairs, During Business Hours	\$125.00 hr
Hourly Rate for Repairs, After hours, weekends and holidays	\$175.00 hr
Materials, Percentage Discount Off Manufacturer's List Price	10%
Emergency Service Fee	\$200.00

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

4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
 Procurement
 Dinwiddie County
 P.O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4500
 Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
 John Fields
 Parker Oil Company, Inc.
 1428 West Danville Street
 South Hill, Virginia 23970
 (434) 447-3146
 jfields@parkeroilcompany.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. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
9. **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

Parker Oil Company, Inc.

X

W. Kevin Massengill
County Administrator

X

Print Name/Title:

Dinwiddie County School Board

X

Dr. Kari Weston
Superintendent

Approved as to form:

X

Legal Counsel

Updated Tank List

Group	Name	Address	Fuel Type	Qty	Tank Size
Schools	Bus Garage	11020 Courthouse Road Dinwiddie, VA 23841	On-Road Diesel	2	6,000
			Unleaded Gasoline (Both Underground)	1	6,000
Schools	Bus Garage Generator	11020 Courthouse Road Dinwiddie, VA 23841	Off-Road Diesel	1	250
Schools	Dinwiddie Middle	11608 Courthouse Road Dinwiddie, VA 23841	Heating Oil	1	10,000
Schools	Dinwiddie Middle – Football Field	11608 Courthouse Road Dinwiddie, VA 23841	Off-Road Diesel	1	250
Schools	Dinwiddie High - Generators	11501 Boisseau Road Dinwiddie, VA 23841	Off-Road Diesel	2	500
Schools	Midway Elementary	5511 Midway Road Church Road, VA 23833	Heating Oil	1	10,000
Schools	Southside Elementary	10305 Boydton Plank Rd Dinwiddie, VA 23841	On-Road Diesel	1	2,000
Schools	Dinwiddie Elementary	13811 Boydton Plank Road Dinwiddie, VA 23841	Heating Oil	1	6,000
Schools	Historic Southside High School Education Center	12318 Boydton Plank Road Dinwiddie, VA 23841	Heating Oil	1	10,000
County	Waste Management	10817 Wheelers Pond Rd Dinwiddie, VA 23841	On-Road Diesel	1	2,000
County	Pamplin Building Generator	14016 Boydton Plank Road Dinwiddie, VA 23841	Off-Road Diesel	1	520
County	Courthouse Generator	14008 Boydton Plank Road Dinwiddie, VA 23841	Off-Road Diesel	1	250
County	Dinwiddie Volunteer Fire Dept	13516 Boydton Plank Road Dinwiddie, VA 23841	On-Road Diesel	1	1,000
County	Ford Volunteer Fire Dept	13402 Cox Road Church Road, VA 23833	On-Road Diesel	2	500
County	McKenney Volunteer Fire Dept	10507 Doyle Blvd McKenney, VA 23872	On-Road Diesel	1	500

County	Namozine Volunteer Fire Dept	3913 Pelham Ave North Dinwiddie, VA 23803	On-Road Diesel	1	1,000
County	Old Hickory Volunteer Fire Dept	25813 Courthouse Road Stony Creek, VA 23882	On-Road Diesel	1	500
County	Ragsdale Community Center	20916 Old School Road McKenney, VA 23872	Off-Road Diesel	1	420
County	McKenney Gym	10207 Melvin B. Ashbrook Ave McKenney, VA 23872	Heating Oil	1	550
County	Public Safety Building Generator	13850 Courthouse Road Dinwiddie, VA 23841	Off-Road Diesel	1	4500
County	Pump House Generator	14012 Boydton Plank Road Dinwiddie, VA 23841	Off-Road Diesel	1	209
County	Pump House Fire Pump (Inside)	14012 Boydton Plank Road Dinwiddie, VA 23841	Off-Road Diesel	1	280
County	Government Center Generator	14010 Boydton Plank Road Dinwiddie, VA 23841	Off-Road Diesel	1	1000