

CONTRACT #5
RFS # NA
SWC # 208
Edison # 30445

Department of General Services

VENDOR:
Roger's Petroleum



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

STEVEN G. CATES
COMMISSIONER

BILL HASLAM
GOVERNOR

MEMORANDUM

To: Lucian Geise; Director

From: Shay Oliphant; Interim Deputy Chief Procurement Officer

Date: May 20, 2013

RE: Amendment to SWC 208 for Gasoline and Diesel with Roger's Petroleum

Dear Mr. Geise,

I am submitting this amendment and supplemental documentation for consideration by the Fiscal Review Committee concerning our recent negotiations to lower bulk fuel delivery fees. In order to realize the savings, the new fee structure will go into effect on May 1, 2013.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shay Oliphant".

Shay Oliphant
DGS Central Procurement
shay.oliphant@tn.gov

CENTRAL PROCUREMENT OFFICE

312 ROSA L. PARKS AVENUE, 3RD FLOOR * NASHVILLE, TENNESSEE 37243
(615) 741-1035 * FAX: (615) 741-0684 * WWW.TN.GOV/GENERALSERV/

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Chuck Lister		*Contact Phone:	615-532-9559	
*Original Contract Number:	30445		*Original RFS Number:		
Edison Contract Number: <i>(if applicable)</i>	30445		Edison RFS Number: <i>(if applicable)</i>		
*Original Contract Begin Date:	03/01/2012		*Current End Date:	02/28/2014	
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>			05/01/2013		
*Department Submitting:			General Services		
*Division:			Central Procurement		
*Date Submitted:			05/20/2013		
*Submitted Within Sixty (60) days:			No		
<i>If not, explain:</i>			Renegotiated lower delivery fees.		
*Contract Vendor Name:			Roger's Petroleum		
*Current Maximum Liability:			\$0		
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2012 (4 Months)	FY: 2013	FY: 2014 (8 Months)	FY:	FY	FY
\$1,290,333	\$3,871,000	\$2,580,667			\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2012 (4 Months)	FY: 2013 (YTD)	FY: 2014	FY: 2015	FY: 2016	FY
\$604,943	\$1,521,612				\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	100%	Federal:	0%
Interdepartmental:			<i>Other:</i>	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>			Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>			ITB	
*What were the projected costs of the service for the entire term of the contract prior to contract award?			\$7,742,000	

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:

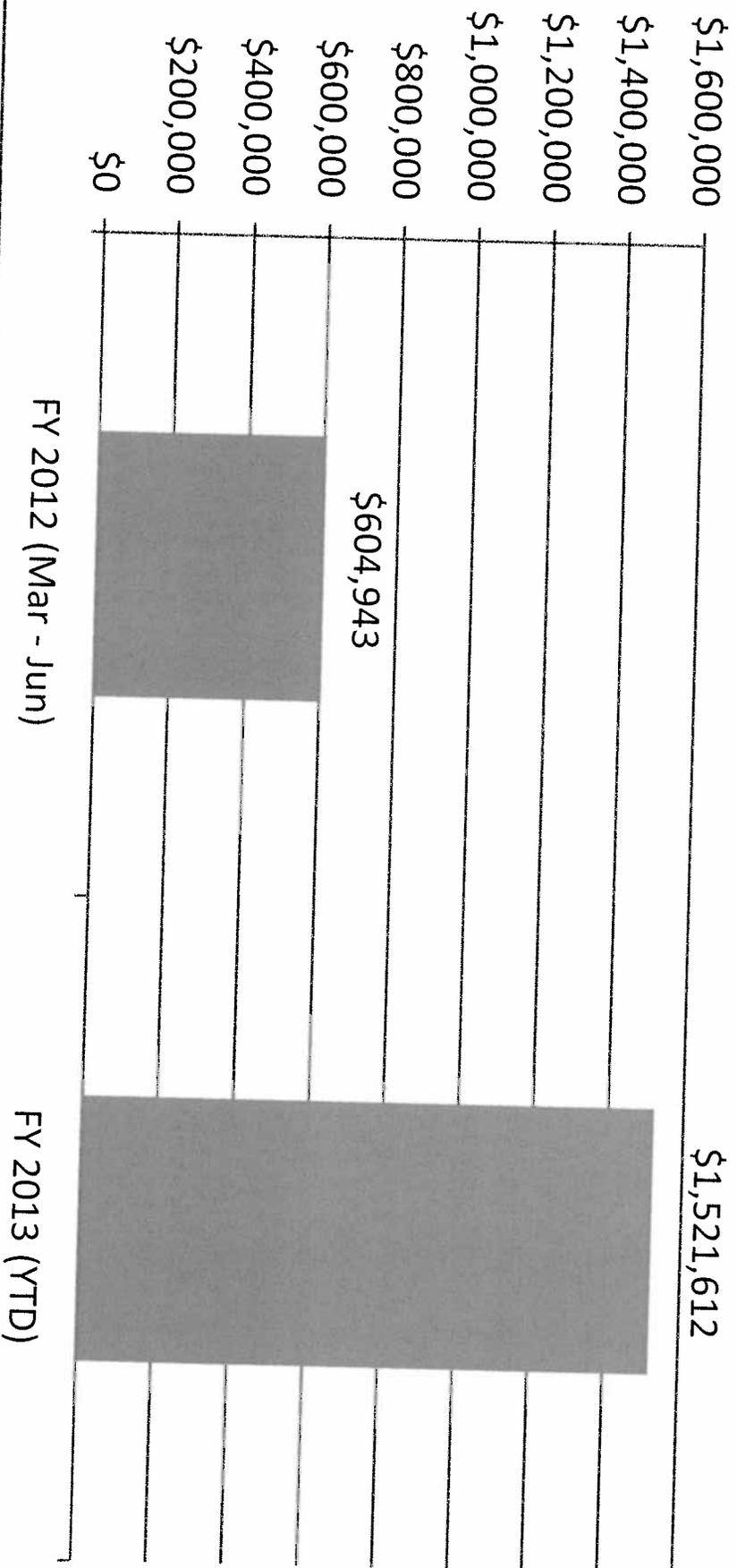
Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY:
Savings	\$5,470	\$32,822			

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

SWC 208 Roger's Petroleum Spend



**AMENDMENT ONE
OF CONTRACT #30445 SWC 208**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State" and Roger's Petroleum, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that forty nine (49) of the fifty one (51) line items and certain special terms and conditions in the subject contract are hereby amended as follows:

1. Contract Lines 2 (two) through 13 (thirteen) represent Region 1. The Mark Up for these specific lines will be adjusted for all types of GASOLINE, ETHANOL, and DIESEL. The Mark Up adjustment is as follows:

- 0 – 4999 GALLONS QUANTITY, MARK UP = \$0.353
- 5000 (+) GALLONS QUANTITY, MARK UP = \$0.149 ✓

Contract Lines 14 (fourteen) through 25 (twenty five) represent Region 2. The Mark Up for these specific lines for purchased of 0 to 4999 Gallons will be adjusted for all types of GASOLINE, ETHANOL, and DIESEL. The Mark Up adjustment is as follows:

- 0 – 4999 GALLONS QUANTITY, MARK UP = \$0.353
- 5000 (+) GALLONS QUANTITY, MARK UP remains the same (\$0.119) ✓

Contract Lines 26 (twenty six) through 37 (thirty seven) represent Region 3. The Mark Up for these specific lines will be adjusted for all types of GASOLINE, ETHANOL, and DIESEL. The Mark Up adjustment is as follows:

- 0 – 4999 GALLONS QUANTITY, MARK UP = \$0.353
- 5000 (+) GALLONS QUANTITY, MARK UP = \$0.149 ✓

Contract Lines 38 (thirty eight) through 49 (forty nine) represent Region 4. The Mark Up for these specific lines will be adjusted for all types of GASOLINE, ETHANOL, and DIESEL. The Mark Up adjustment is as follows:

- 0 – 4999 GALLONS QUANTITY, MARK UP = \$0.353
- 5000 (+) GALLONS QUANTITY, MARK UP = \$0.149 ✓

2. Special Term and Condition 2 Term of Contract – Multi-Year is deleted in its entirety and replaced with the following:

Total Number of Years: Four (4) years and two (2) months
Start Date: March 1, 2012, Final End Date: April 30, 2016

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date).

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this contract review an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the

same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Special Term and Condition 3. Volume, Multi-Year is deleted in its entirety and replaced with the following:

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the State will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period: \$7,742,679

Dates: From March 1, 2012 to February 28, 2014

Estimated Funding New Contract Period

1st 12 MONTHS: \$3,786,000

2nd 12 MONTHS: \$3,786,000

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the State. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the State. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the State requests product or service and vendor/contractor provides said product or service. The State is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the State may not request any product or service at all from vendor/contractor during the contract period.

4. Special Term and Condition 19. State Contract Administrator is deleted in its entirety and replaced with the following:

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L Parks Blvd
Nashville, TN 37243-1002
Attn: Chuck Lister 615-532-9559 e-mail: Chuck.Lister@tn.gov

5. Special Term and Condition 20. Purchase Order Release (Statewide), Payment paragraph, is deleted in its entirety and replaced with the following:

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment within Net 30 (thirty) days of receipt of a correct invoice. Any questions concerning payment should be addressed to the "bill to" agency and not to the Purchasing Division.

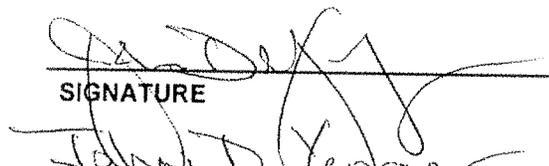
6. Special Term and Condition 27. State of Tennessee Administrative Fee is deleted in its entirety.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ROGER'S PETROLEUM



SIGNATURE

4/25/13

DATE



PRINTED NAME AND TITLE OF SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, Central Procurement Office:

Chief Procurement Officer

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)



ORIGINAL
CONTRACT

**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Rogers Petroleum
PO Box 1675
Morristown, TN 37816-1675

Vendor ID: 0000001023

Contract Number: 0000000000000000000030445

Title: SWC 208 Gasoline /Diesel

Start Date : March 01, 2012

Final End Date: February 28, 2014

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Charles Lister
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-532-9559
Fax: 615-741-0684

Line Information

Line 2

Item ID: 1000142409

GASOLINE , ULR, 0-4999 GALLONS , REGION 1, MARK UP = .4285

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 3

Item ID: 1000142410

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGIONS 1, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 4

Item ID: 1000142411

GASOLINE, ULP, 0-4999 GALLONS, REGION 1, MARK UP= .3785

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 5

Item ID: 1000142412

GASOLINE , ULP, 5000 PLUS(+), GALLONS, REGION 1 MARK UP= .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 6

Item ID: 1000142399

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 1, MARK UP = .3785

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000142400

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 8

Item ID: 1000142401

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 1, MARK UP = .4285

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 9

Item ID: 1000142402
GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 1 MARK UP = .1969
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 10

Item ID: 1000142403
ETHANOL, E-85, 0-4999 GALLONS, REGION 1, MARK UP = .4285
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 11

Item ID: 1000142404
ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1969
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 12

Item ID: 1000142413
DIESEL, #2, 0-4999 GALLONS, REGION 1, MARK UP = .4285
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 13

Item ID: 1000142405
DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1969
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 14

Item ID: 1000142406
GASOLINE, ULR, 0-4999 GALLONS, REGION 2, MARK UP = .459
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 15

Item ID: 1000142407
GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .119
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 16

Item ID: 1000142408
GASOLINE, ULP, 0-4999 GALLONS, REGION 2, MARK UP = .409
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 17

Item ID: 1000142414
GASOLINE , ULP, 5000 PLUS(+), GALLONS, REGION 2 MARK UP= .119
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 18

Item ID: 1000142415
GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 2. MARK UP = .409
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 19

Item ID: 1000142416
GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .119
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 20

Item ID: 1000142417
GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 2 MARK UP = .459
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 21

Item ID: 1000142418
GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS , REGION 2, MARK UP = .119
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 22

Item ID: 1000142419
ETHANOL, E-85,0-4999 GALLONS, REGION 2,, MARK UP =.459
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 23

Item ID: 1000142420
ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 2,, MARK UP = .119
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 24

Item ID: 1000142421
DIESEL, #2, 0-4999 GALLONS, REGION 2, MARK UP = .459
Unit of Measure: GA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: \$ 0

Line 25

Item ID: 1000142422

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .119

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 26

Item ID: 1000142423

GASOLINE, ULR, 0-4999 GALLONS, REGION 3, MARK UP= .419

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 27

Item ID: 1000142424

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 28

Item ID: 1000142425

GASOLINE, ULP, 0-4999 GALLONS, REGION 3, MARK UP= .369

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 29

Item ID: 1000142426

GASOLINE, ULP, 5000 PLUS(+), GALLONS, REGION 3, MARK UP= .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 30

Item ID: 1000142427

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 3, MARK UP = .369

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 31

Item ID: 1000142428

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 32

Item ID: 1000142429

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 3, MARK UP = .419

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 33

Item ID: 1000142430

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 34

Item ID: 1000142431

ETHANOL, E-85,0-4999 GALLONS, REGION 3,, MARK UP = .419

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 35

Item ID: 1000142432

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 3,, MARK UP = .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 36

Item ID: 1000142433

DIESEL, #2, 0-4999 GALLONS, REGION 3, MARK UP = .419

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 37

Item ID: 1000142434

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .163

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 38

Item ID: 1000142435

GASOLINE , ULR, 0-4999 GALLONS , REGION 4, MARK UP= .459

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 39

Item ID: 1000142436

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 40

Item ID: 1000142437

GASOLINE, ULP, 0-4999 GALLONS, REGION 4, MARK UP= .409

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 41

Item ID: 1000142438

GASOLINE , ULP, 5000 PLUS(+), GALLONS, REGION 4, MARK UP= .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 42

Item ID: 1000142439

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 4, MARK UP = .409

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 43

Item ID: 1000142440

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 44

Item ID: 1000142441

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 4, MARK UP = .459

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 45

Item ID: 1000142442

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS , REGION 4, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 46

Item ID: 1000142443

ETHANOL, E-85,0-4999 GALLONS, REGION 4,, MARK UP = .459

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 47

Item ID: 1000142444

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 4,, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 48

Item ID: 1000142445

DIESEL, #2, 0-4999 GALLONS, REGION 4, MARK UP = .459

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 49

Item ID: 1000142446

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1969

Unit of Measure: GA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 50

Item ID:

L.U.S.T Tax

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 51

Item ID:

Federal Excise Tax

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

APPROVED:

Jessica Robertson
CHIEF PROCUREMENT OFFICER

BY:

Chuck Liden
PURCHASING AGENT

02-25-2013
DATE



Terms and Conditions

Event Number: **32110-4491**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Purchasing Division which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal: <https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Purchasing Division, and subject to the terms and conditions of such acceptance, will constitute a

valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.

11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-315(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Commissioner determines that it is necessary to protect the interests of the state, the Commissioner may petition the Board of Standards to approve contractor liability in excess of two (2) times the value of the contract. If the Board agrees with the Commissioner, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Purchasing Division. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Purchasing Division Website: www.tennessee.gov/generalserv/purchasing

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Purchasing Division
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L Parks Blvd
Nashville, TN 37243-1002

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their

behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Purchasing Division, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Purchasing Division's office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Purchasing Division may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Purchasing Division to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Purchasing Division to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased

by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

30. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

31. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not

knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Purchasing Division and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Purchasing Division.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Purchasing Division. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/purchasing/for_bidders.html.

32. Federal Economic Stimulus Funding

Federal Economic Stimulus Funding. To the extent it applies to this contract, this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604: Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512: Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.
 - (3) Section 1553: Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to

aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902: Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
- ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514: Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515: Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606: Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605: Buy American Requirements for Construction Material - Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

f. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

g. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section Standard Term and Condition 49, "Federal Economic Stimulus Funding."

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 2

Initial Contract Term With 1
Renewals

Start Date: March 1, 2012, Initial End Date: February 28, 2013 , Final End Date: February 28, 2014

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Purchasing Division does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period \$ 7,742,679.00 Purchase per region, Region 1-
\$1,131,800.00, Region 2, \$1,343,415.00, Region 3- \$3,787,578.00, Region 4- \$1,479,886.00

Dates: From February 01, 2009 To August 01, 2011

Estimated Funding New Contract Period

1st 12 MONTHS \$ 3,871,000.00

2nd 12 MONTHS \$ 3,871,000.00

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

5. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

6. Delivery Time (Days)

All items must be delivered within approximately 3 days after receipt of a purchase order (ARO).

7. Minimum Order (Exemption)

Individual orders for less than 500 gallons are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

8. Freight F.O.B. State Agency (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

9. Freight F.O.B. State and Local Government Agencies (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded onto the receiving dock of any state agency and, when applicable, any local government agency or authorized corporation within the State of Tennessee, with all charges for transportation and unloading prepaid by the vendor/contractor.

10. Firm Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within 10 days of its effective date.

11. Best and Final Offer

In the interest of obtaining the best value for the State of Tennessee, the State reserves the right to enter into Best and Final Offer (BAFO) negotiations with any bidder on this sourcing event. Bidders should propose their most competitive pricing in their original bid since the State may or may not choose to conduct BAFO negotiations. If the State chooses to exercise its right to conduct BAFO negotiations, the negotiation(s) will take place after the State evaluates the initial bids. The State reserves the right to conduct multiple BAFO rounds.

For example, if the State exercises its right to enter into BAFO negotiations, it may identify areas of a bid that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during the BAFO negotiations. Additionally, the State may conduct target pricing and other price or service level negotiations. Note that each clarification sought by the State may be unique to an individual bidder.

The evaluation results along with all other documentation associated with the event will be available for public inspection when the final evaluation is complete and the recommendation for award is issued.

12. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Purchasing Division, reserves the right to make the final determination as to a bidder's ability to perform.

13. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the

work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Purchasing Division as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and
Employer's Liability with the following limits:

E.L. Each Accident\$500,000
E.L. Disease- Each Employee\$500,000
E.L. Disease - Policy Limit\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Purchasing Division with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Purchasing Division as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Purchasing Division expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

14. Inspection/Facilities

The Purchasing Division may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

15. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

16. Bid Rejection

The Purchasing Division reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

17. Single Award Preferred

The state prefers to award a single contract for all line items to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid; however, separate awards may be made by the following method:

Grouped Lines: (1-12) (13-24) (25-36) (37-48)

If awarded by "group", bid prices shall be calculated as follows: For each line item, the bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. Each line item total in the group shall be added together for a group total price. The bidder must bid all line items in a group to be considered for an award for that group unless otherwise addressed in the specifications.

18. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications

19. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Purchasing Division
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L Parks Blvd
Nashville, TN 37243-1002
Attn:Milton J. Detillier 615-741-4854 email: Milton.Detillier@tn.gov

20. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Purchasing Division.

21. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be

liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

22. Subcontracting: Responsibilities and Liabilities, Bond Required if Subcontracting

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Deputy Commissioner, Department of General Services, Purchasing Division. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Assistant Commissioner, Department of General Services, Purchasing Division. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Purchasing Division and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Purchasing Division in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice

for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Purchasing Division within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's surety bond to the Purchasing Division due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.

23. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

24. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

25. Vendor Reporting

Contract vendors will be required to submit reports validating contract purchases, including purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased
5. Line Item Dollar Amount (Volume) Purchased

Additional report details may be required with a thirty (30) day written notice.

Reports are due at the Central Procurement Office in the first week of each quarter of the contract period. Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

Examination/Audit of Books/Records

The state may, at reasonable times, examine/audit the books and/or records of any vendor/

contractor where such books and/or records relate to the performance of any contract or subcontract with the state. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the vendor/contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time by the Purchasing Division, the Comptroller of the Treasury, or their duly appointed representative(s).

26. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

27. State of Tennessee Administrative Fee

A 1% administrative fee will be included in the cost of all goods purchased against the State of Tennessee Statewide Contract 380. This 1% (.01) fee will be rebated back to the State of Tennessee based on quarterly Contract Usage Reports documenting State, local government and nonprofit entity purchases. The fee is due to the State by the 45th day following the ending of the specified reporting period.

Calendar Quarter 1 (Jan. 1- Mar 31)
Calendar Quarter 2 (Apr. 1- June 30)
Calendar Quarter 3 (July 1 - Sep 30)
Calendar Quarter 4 (Oct 1 – Dec 31)

The payments will be mailed to :

Ron Plumb, Director of Financial Management
Department of General Services
665 Mainsteam Drive
Nashville, TN 37243

All reports shall be submitted to the Contract Administrator:

Buyer : Milton Detillier
Department of General Services
312 Rosa L. Parks Blvd.

Nashville, TN 37243
E-mail: Milton.Detillier@tn.gov

28. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the Good Faith Efforts, Diversity Business Participation, and the Diversity Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." July 1, 2010 Public Chapter No. 1140 became effective by amending Title 12, Chapter 3, and Part 8 relative to include service-disabled veteran owned businesses. To coordinate this effort, Go-DBE and the Department of General Services' Purchasing Division have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned, service-disabled veteran owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned, service-disabled veteran owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned, service-disabled veteran owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned, service-disabled veteran owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> : or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned, service-disabled veteran owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS (PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, service-disabled veteran owned and small businesses who were contacted. Indicate whether the diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) ___ Work with minority, women, service-disabled veteran owned, and small business trades, community organizations, or minority, women, service-disabled veteran owned or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) ___ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) ___ Negotiate in good faith, with interested diversity businesses, and not reject them as unqualified without sound reasons based on lack of qualification, and document in writing the reasons for exclusion.
- 7) ___ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assist diversity businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help diversity businesses establish credit.
- 8) ___ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.

9) _____ If possible, provide quick pay agreements, and policies to enable diversity businesses and suppliers to meet cash-flow demands.

10) _____ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

DIVERSITY BUSINESS PARTICIPATION:

In order to achieve Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

Note: Rogers Petroleum, Inc. is Small Business (less than 500 employees)

MBE/WBE/ SDVBE/SBE Firm	Description of Work (MBE/WBE/ SDVBE, SBE)	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name: <i>Rogers Petroleum, Inc.</i> Address: <i>P.O. Box 1714</i> City: <i>Morristown</i> State/Zip Code: <i>TN 37816</i> Phone: E-mail:	<i>SBE</i>	<i>\$3,786,000</i> <i>per</i> <i>year</i> <i>beginning</i> <i>3/1/2012</i> <i>(4 years)</i>	<i>3/1/2012</i>	<i>Net</i> <i>30</i>	<i>4/30/2016</i>
Name: Address: City: State/Zip Code: Phone: E-mail:					

DIVERSITY UTILIZATION PLAN

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SDVBE/SBE PLAN

Business/Company/Vendor Name: <i>Rogers Petroleum, Inc.</i>		
Event/Contract Number: <i># 30445 SWC 208</i>		Award Date: <i>03/01/2012</i>
Address: <i>P.O. Box 1714</i>	City: <i>Morristown</i>	State: <i>TN</i>
Event/Contract Description: (Brief Description of Project) <i>Fuel Contract (State-wide)</i>		Zip Code: <i>37816</i>
Business/Company/Vendor Contact Name: <i>Tim Pruitt</i>		Phone: <i>423-581-7460 X 134</i> E-Mail: <i>tpruitt@rogerspetro.com</i>

PROJECTED MBE/WBE/SDVBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$ 3,780,000 per year		
2. MBE Projected Goal Applied to the Contract	____%	\$	6. Total MBE Dollar Amount Met	\$
3. WBE Projected Goal Applied to the Contract	____%	\$	7. Total WBE Dollar Amount Met	\$
4. SDVBE Projected Goal Applied to the Contract	____%	\$	8. Total SDVBE Dollar Amount Met	\$
5. MBE/WBE/SDVBE Combined Projected Goals	____%	\$	9. Combined Total MBE/WBE/SDVBE Dollar Amount Met	\$

Contractor is SBE - 100%

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	Minorities (%)			
WBE (%)	Female			

	(%)			
SDVBE (%)	Service-disabled veteran (%)			

29. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

SPECIFICATIONS

- 1) Gasoline: Gasoline supplied under this contract shall meet or exceed requirements for volatility Class B, C and D of the American Society For Testing and Materials Standards (ASTM) specification D-439-77 and environmental protection agency standards. The antiknock index : (RON + MON/2) shall be no less than the values specified below:
Unleaded Regular Gasoline- Minimum 87 Octane
Unleaded Premium Gasoline – Minimum 91 Octane
Note : A sufficient amount of detergent shall be added to “ keep clean” multi-port fuel injected engines.

- 2) Diesel Fuel No.2-D (Low Sulphur)
Diesel fuel No. 2-D supplied under this contract shall meet the requirements of the American Society for Testing and Materials Standards (ASTM) d-913-79, and Environmental Protection Agency Standards.

- 3) Tests: Distillation- Method D-86, Distillation of Petroleum Products.
Vapor Liquid Ratio – Method D-2533, for vapor liquid ratio of gasoline.

Vapor Pressure- Method D-323, test for vapor pressure of petroleum products (Reid Method) , or Method d-2551, test for vapor pressure of petroleum products (Micromethod).

Research Method Octane Number- Method d-2699, test for knock characteristics of motor fuels by research method, or method d-2885, research and motor method octane ratings using on-line analyzers.

Motor Method Octane Number- Method d-2700, Test for knock characteristics of motor and aviation type fuels by the motor methods or method d-2885, research and motor method octane ratings using on-line analyzers.

Corrosion- Method D-130, Test for detection of copper corrosion from petroleum products by the copper strip tarnish test 3-H at 122 degrees F (50 degree C).

Existent Gum- Method D-381, test for existent gum in fuels by jet evaporation.

Sulfur- Method D-1266, test for sulfur in petroleum products (lamp method) method D-2622, test for sulfur in petroleum products(x-ray spectrographic method).

Lead- Method D-2547, test for lead in gasoline, volumetric chromate method for method D-2599, test for lead in gasoline by x-ray spectrometry. For lead levels below 0.1 G/Gal.

(0.03 G/litre) Use method D-3116, test for trace amounts of lead on gasoline.

Oxidation Stability- Method d-525, test for oxidation stability of gasoline induction period method.

E-85 Ethanol to contain minimum 70% Ethanol.

B. BIDDING CONDITIONS AND INSTRUCTIONS

1. Special Delivery/Handling

It shall be the responsibility of the bidder to follow-up with the ordering agency pursuant to "special delivery handling". An example of special delivery/handling would be the pumping of fuel in lieu of gravity unloading. Note in specifications section 3 C , some above ground tanks are identified.

Any special delivery/handling charges that may be incurred by the bidder are to be incorporated in the bidders "mark-up" cost. The state does not provide for separate or additional billing.

2. Delivery Tickets

For purposes of verification by the requesting agency and at no additional cost to the state, all delivery vehicles are to be equipped with a metered pump or shall have properly calibrated compartments with the capacity clearly marked on each compartment. If a metered pump is provided, a metered delivery ticket shall accompany delivery. If not, depending on quantity ordered, the calibrated compartment shall be filled to the secured markers in each compartment for verification by the agency of actual gallons received, deliveries to be net gallons.

3. Combined Deliveries

Should delivery of other fuels be made in a single trip using a multi compartment vehicle and total combined volume is 5000 gallons or above, the state shall be billed at the 5000 gallon mark-up cost for each product.

4. Invoice Pricing for Fuel

The state is to be billed for gallons delivered at "rack price", plus mark-up or minus discount, for the "rack location" noted on your bid. Invoices are to reflect "rack price" for the day fuel was delivered. Prices for fuel for the (4) Tennessee locations: Knoxville, Chattanooga, Nashville, Memphis), are updated weekdays for that business day.

Weekend deliveries are to be billed at next business days pricing.

State of Tennessee "rack pricing" is available through the State of Tennessee purchasing by calling 615-741-4300.

5. Taxes

Federal excise tax claims will be filed and paid by state agencies to IRS for current cents/gallon federal excise tax on gasoline products unless notified by the vendor of exemption by the supplier.

The State is exempt from state and local sales and use taxes. The state is exempt from payment of both gasoline and privilege and special tax on petroleum products when the following conditions exist.

A. Shipped in lots of at least 500 gallons.

B. Stored by the governmental unit in a storage facility either owned or leased by a governmental unit.

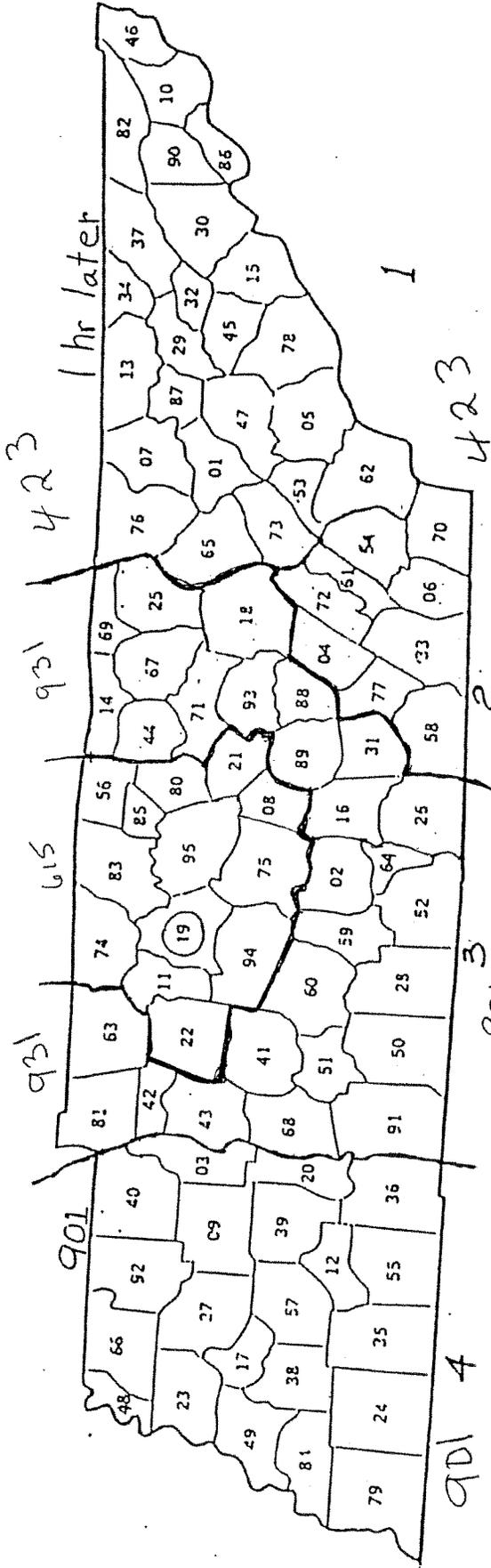
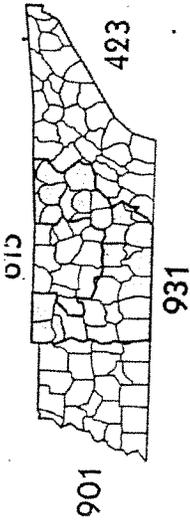
C. Used exclusively for Govt. purposes in equipment either owned or leased by a govt. unit and operated by Govt. employees.

All applicable taxes and fees shall be shown as separate line items on the vendors invoice to the agency and shall not be included in the cost of the fuel or in the vendors mark-up.

" Sample Invoice"

Product	Gallons	State Cost/Gal. (Rack +/- mark-up)	Amount Due
Diesel #2	2000	\$.7850 +(markup)	\$ 1,373.75
Unleaded regular	3000	\$.8760+(markup)	\$ 4,380.00
Federal Excise Tax	5000	\$.1840	\$ 920.00
L.U.S.T Tax	5000	\$.001	\$ 5.00
Total Due			\$ 6,678.75

TENNESSEE



ALPHABETICAL LIST OF COUNTIES

01 ANDERSON	1	39 HENDERSON	4	58 MARION	2	77 SEQUATCHIE	2
02 BEDFORD	3	40 HENRY	4	59 MARSHALL	3	78 SEVIER	1
03 BENTON	4	41 HICKMAN	3	60 MAURY	3	79 SHELBY	4
04 BLEDSOE	2	42 HOUSTON	3	61 MEIGS	2	80 SMITH	3
05 BLOUNT	1	43 HUMPHREYS	3	62 MONROE	1	81 STEWART	3
06 BRADLEY	2	44 JACKSON	2	63 MONTGOMERY	3	82 SULLIVAN	1
07 CAMPBELL	1	45 JEFFERSON	1	64 MOORE	3	83 SUMNER	3
08 CANNON	2	46 JOHNSON	1	65 MORGAN	1	84 TIPTON	4
09 CARROLL	4	47 KNOX	1	66 OHIO	4	85 TROUSDALE	3
10 CARTER	1	48 LAKE	4	67 OVERTON	2	86 UNICOI	1
11 CHEATHAM	3	49 LAUDERDALE	4	68 PERRY	3	87 UNION	1
12 CHESTER	4	50 LAWRENCE	3	69 PICKETT	2	88 VAN BUREN	2
13 CLAIBORNE	1	51 LEWIS	3	70 POLK	2	89 WARREN	2
14 CLAY	2	52 LINCOLN	3	71 PUTNAM	2	90 WASHINGTON	1
15 COCKE	1	53 LOUDON	1	72 RHEA	2	91 WAYNE	3
16 COFFEY	2	54 McMINN	2	73 ROANE	1	92 WEAKLEY	4
17 CROCKETT	4	55 McNAIRY	4	74 ROBERTSON	2	93 WHITE	2
18 CUMBERLAND	2	56 MACON	3	75 RUTHERFORD	3	94 WILLIAMSON	3
19 DAVIDSON	3	57 MADISON	4	76 SCOTT	1	95 WILSON	1

Vendor Contact Information

Vendor Name : ROGERS PRETROLEUM

DBA Name: ROGERS PRETROLEUM

Vendor Contact: Tim Pruitt

Phone: Ph. 423-714-1134

Email: tpruitt@rogerspetrocom

REVISED
CONTRACT



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Rogers Petroleum
PO Box 1675
Morristown, TN 37816-1675

Vendor ID: 0000001023

Contract Number: 0000000000000000000000030445

Title: SWC 208 Gasoline /Diesel

Initial Start Date : March 01, 2012

Amendment Effective Date: May 1, 2013

End Date: April 30, 2016

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Charles Lister
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 2

Item ID: 1000142409

GASOLINE , ULR, 0-4999 GALLONS , REGION 1, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-1

Manufacturer Item #:

Unit Price: \$ 0

Line 3

Item ID: 1000142410

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGIONS 1, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-2

Manufacturer Item #:

Unit Price: \$ 0

Line 4

Item ID: 1000142411

GASOLINE, ULP, 0-4999 GALLONS, REGION 1, MARK UP= .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-3

Manufacturer Item #:

Unit Price: \$ 0

Line 5

Item ID: 1000142412

GASOLINE , ULP, 5000 PLUS(+), GALLONS, REGION 1 MARK UP= .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-4

Manufacturer Item #:

Unit Price: \$ 0

Line 6

Item ID: 1000142399

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 1, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-5

Manufacturer Item #:

Unit Price: \$ 0

Line 7

Item ID: 1000142400

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-6

Manufacturer Item #:

Unit Price: \$ 0

Line 8

Item ID: 1000142401

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 1, MARK UP = ..3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-7

Manufacturer Item #:

Unit Price: \$ 0

Line 9

Item ID: 1000142402

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 1 MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-8

Manufacturer Item #:

Unit Price: \$ 0

Line 10

Item ID: 1000142403

ETHANOL, E-85, 0-4999 GALLONS, REGION 1, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-9

Manufacturer Item #:

Unit Price: \$ 0

Line 11

Item ID: 1000142404

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-10

Manufacturer Item #:

Unit Price: \$ 0

Line 12

Item ID: 1000142413

DIESEL, #2, 0-4999 GALLONS, REGION 1, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-11

Manufacturer Item #:

Unit Price: \$ 0

Line 13

Item ID: 1000142405

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 1, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-12

Manufacturer Item #:

Unit Price: \$ 0

Line 14

Item ID: 1000142406

GASOLINE, ULR, 0-4999 GALLONS, REGION 2, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-13

Manufacturer Item #:

Unit Price: \$ 0

Line 15

Item ID: 1000142407

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-14

Manufacturer Item #:

Unit Price: \$ 0

Line 16

Item ID: 1000142408

GASOLINE, ULP, 0-4999 GALLONS, REGION 2, MARK UP= .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-15

Manufacturer Item #:

Unit Price: \$ 0

Line 17

Item ID: 1000142414

GASOLINE, ULP, 5000 PLUS(+), GALLONS, REGION 2 MARK UP= .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-16

Manufacturer Item #:

Unit Price: \$ 0

Line 18

Item ID: 1000142415

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 2. MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-17

Manufacturer Item #:

Unit Price: \$ 0

Line 19

Item ID: 1000142416

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-18

Manufacturer Item #:

Unit Price: \$ 0

Line 20

Item ID: 1000142417

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 2 MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-19

Manufacturer Item #:

Unit Price: \$ 0

Line 21

Item ID: 1000142418

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-20

Manufacturer Item #:

Unit Price: \$ 0

Line 22

Item ID: 1000142419

ETHANOL, E-85,0-4999 GALLONS, REGION 2., MARK UP =.3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-21

Manufacturer Item #:

Unit Price: \$ 0

Line 23

Item ID: 1000142420

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 2., MARK UP = .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-22

Manufacturer Item #:

Unit Price: \$ 0

Line 24

Item ID: 1000142421

DIESEL, #2, 0-4999 GALLONS, REGION 2, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-23

Manufacturer Item #:

Unit Price: \$ 0

Line 25

Item ID: 1000142422

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 2, MARK UP = .1190

Unit of Measure: GA

Vendor Item/Part #: SWC208-24

Manufacturer Item #:

Unit Price: \$ 0

Line 26

Item ID: 1000142423

GASOLINE, ULR, 0-4999 GALLONS, REGION 3, MARK UP= .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-25

Manufacturer Item #:

Unit Price: \$ 0

Line 27

Item ID: 1000142424

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-26

Manufacturer Item #:

Unit Price: \$ 0

Line 28

Item ID: 1000142425

GASOLINE, ULP, 0-4999 GALLONS, REGION 3, MARK UP= .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-27

Manufacturer Item #:

Unit Price: \$ 0

Line 29

Item ID: 1000142426

GASOLINE, ULP, 5000 PLUS(+), GALLONS, REGION 3, MARK UP= .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-28

Manufacturer Item #:

Unit Price: \$ 0

Line 30

Item ID: 1000142427

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 3, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-29

Manufacturer Item #:

Unit Price: \$ 0

Line 31

Item ID: 1000142428

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-30

Manufacturer Item #:

Unit Price: \$ 0

Line 32

Item ID: 1000142429

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 3, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-31

Manufacturer Item #:

Unit Price: \$ 0

Line 33

Item ID: 1000142430

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-32

Manufacturer Item #:

Unit Price: \$ 0

Line 34

Item ID: 1000142431

ETHANOL, E-85, 0-4999 GALLONS, REGION 3,, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-33

Manufacturer Item #:

Unit Price: \$ 0

Line 35

Item ID: 1000142432

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 3,, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-34

Manufacturer Item #:

Unit Price: \$ 0

Line 36

Item ID: 1000142433

DIESEL, #2, 0-4999 GALLONS, REGION 3, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-35

Manufacturer Item #:

Unit Price: \$ 0

Line 37

Item ID: 1000142434

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 3, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-36

Manufacturer Item #:

Unit Price: \$ 0

Line 38

Item ID: 1000142435

GASOLINE, ULR, 0-4999 GALLONS, REGION 4, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-37

Manufacturer Item #:

Unit Price: \$ 0

Line 39

Item ID: 1000142436

GASOLINE, ULR, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-38

Manufacturer Item #:

Unit Price: \$ 0

Line 40

Item ID: 1000142437

GASOLINE, ULP, 0-4999 GALLONS, REGION 4, MARK UP= .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-39

Manufacturer Item #:

Unit Price: \$ 0

Line 41

Item ID: 1000142438

GASOLINE, ULP, 5000 PLUS(+), GALLONS, REGION 4, MARK UP= .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-40

Manufacturer Item #:

Unit Price: \$ 0

Line 42

Item ID: 1000142439

GASOLINE, E-10, ULP, 0-4999 GALLONS, REGION 4, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-41

Manufacturer Item #:

Unit Price: \$ 0

Line 43

Item ID: 1000142440

GASOLINE, E-10, ULP, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-42

Manufacturer Item #:

Unit Price: \$ 0

Line 44

Item ID: 1000142441

GASOLINE, E-10, UNL, 0-4999 GALLONS, REGION 4, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-43

Manufacturer Item #:

Unit Price: \$ 0

Line 45

Item ID: 1000142442

GASOLINE, E-10, UNL, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-44

Manufacturer Item #:

Unit Price: \$ 0

Line 46

Item ID: 1000142443

ETHANOL, E-85,0-4999 GALLONS, REGION 4,, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-45

Manufacturer Item #:

Unit Price: \$ 0

Line 47

Item ID: 1000142444

ETHANOL, E-85, 5000 PLUS (+) GALLONS, REGION 4,, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-46

Manufacturer Item #:

Unit Price: \$ 0

Line 48

Item ID: 1000142445

DIESEL, #2, 0-4999 GALLONS, REGION 4, MARK UP = .3530

Unit of Measure: GA

Vendor Item/Part #: SWC208-47

Manufacturer Item #:

Unit Price: \$ 0

Line 49

Item ID: 1000142446

DIESEL, #2, 5000 PLUS (+) GALLONS, REGION 4, MARK UP = .1490

Unit of Measure: GA

Vendor Item/Part #: SWC208-48

Manufacturer Item #:

Unit Price: \$ 0

Line 50

Item ID:

L.U.S.T. Tax

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

Line 51

Item ID:

Federal Excise Tax

Unit of Measure: EA

Vendor Item/Part #:

Manufacturer Item #:

Unit Price: \$ 0

APPROVED:

Jessica Robertson
CHIEF PROCUREMENT OFFICER

BY:

Chuck Lister
CATEGORY SPECIALIST

05-01-2013
DATE