



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL**

DATE:	December 15, 2020
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Propane
CONTRACT NUMBER:	1783A
COMMODITY CODE:	405.03
CONTRACT PERIOD:	February 1, 2021 through January 31, 2022
RENEWAL OPTIONS:	2 renewals remaining through Jan. 31, 2024
USER DEPARTMENT:	HCPS / County
Contact Name:	Mike Arrighi
Phone Number:	804-727-8645
Email Address:	arr@henrico.us
HENRICO COOPERATIVE TERMS INCLUDED:	N/A
SUPPLIER: Name:	Amerigas Propane
Address:	1701 Brook Road
City, State:	Richmond, VA 23220
Contact Name:	Randy Brown
Phone Number:	804-783-9500-24hr / Fax : 804-783-9504
Email address:	Randy.Brown@amerigas.com
ORACLE SUPPLIER NUMBER:	1425
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 30
DELIVERY:	Upon request
FOB:	County of Henrico
BUYER: Name:	Justin M. Herbaugh
Title:	Procurement Analyst I
Phone:	804-501-5680
Email:	Her035@henrico.us

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

Pricing Information:

Firm Differential Price: \$ **0.3380 per Gallon**

Delivery Information

- 1. Notice for Normal Delivery Orders 24 hours
Notice for Emergency Delivery Orders 4 hours
- 2. Advance Notice of cancellation 1 hour
- 3. Normal delivery hours 8:00 a.m. – 5:00 p.m.
Emergency delivery hours 24 hours / 365 days
- 4. Holiday deliveries will NOT be made on:
New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day,
Christmas Day.

A. INSPECTION:

All bidders are encouraged to inspect the location of the included tanks to become familiar with the existing locations. Failure to do so does not relieve the Successful Bidder of obligation to carry out the scope of the resulting contract.

B. SPECIFICATIONS:

- 1. Gas shall be HD5 Grade Propane. All tanks must meet A.S.M.E. requirements for gas. Each installation shall be in strict accordance with the rules and regulations of the National Board of Fire Underwriters and all local ordinances pertaining to the delivery and dispensing of gas.
- 2. Bidders shall include product data sheets in the bid package which prove the product offered meets or exceeds the specifications above. Failure to do so may cause your bid to be declared non-responsive.

C. TANK OWNERSHIP:

- 1. The Successful Bidder, if other than the present contractor, shall be required to negotiate all details with the current contractor for the transfer of tanks and meters at all installations where they are owned by the present contractor without any cost or obligation to the County. The Successful Bidder shall provide, at no cost to the County, new tanks and all necessary piping regulators where needed. The existing propane in the present contractor's tanks, which is the property of the County, **shall be picked up by present contractor for credit.**
- 2. Tanks owned by the County shall remain in their respective state of ownership. All piping **and regulators** required to connect tanks to County buildings that are currently in place shall remain the property of the County. Before any contractor owned tanks are changed, the Successful Bidder shall contact the appropriate department director, or designated representative, for their approval. Service to the existing location shall be interrupted no more than one (1) hour maximum during the transfer and replacement **without prior notification to effected departments.**
- 3. Tank Locations and Ownership are listed under Section K.

D. METERING:

Any meters used to measure quantity of gas consumed supplied by the Successful Bidder shall be first grade, accurate instruments. In the event the County is not satisfied with the operations of any meter, the Successful Bidder must replace such meter with an instrument which is approved by the County.

E. MAINTENANCE:

1. The Successful Bidder on a routine preventative maintenance plan, shall perform all maintenance to tanks owned by the Successful Bidder. On the tanks owned by the County, maintenance service shall be requested on an as needed basis either by the County or by recommendation of the Successful Bidder. Any and all unsafe conditions found by the Successful Bidder on the County owned tanks, shall be immediately reported to the County. All costs incurred from the repair of the County owned tank shall be borne by the County. Any and all unsafe conditions found by the Successful Bidder on tanks owned by the Successful Bidder shall be immediately repaired within 24 hours, and all costs incurred shall be borne by the Successful Bidder.
2. On-Site Emergency Maintenance shall carry a four (4) hour response time following notification. All necessary emergency repairs shall be completed within 24 hours of the initial notification. An emergency is defined as anything that may vitally affect the safety, health, or welfare of the public.

F. SDS:

It shall be the responsibility of the Successful Bidder to furnish Safety Data Sheets (SDS) as applicable, and to insure all containers are labeled in accordance with the VOSH/OSHA Hazard Communication Standard – Globally Harmonized System (GHS).

G. SAFETY:

The Successful Bidder in performing the service for the County of Henrico shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, the Successful Bidder shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the site area under this contract.

H. METERED TANK TRUCK DELIVERY:

All gas delivered shall be a metered delivery. For metered truck deliveries, the Successful Bidder shall leave a delivery ticket with a responsible agency representative, showing the exact number, to the tenth of a gallon, or propane delivered. All meters on truck tanks shall be accurate instruments and shall be certified and calibrated in accordance with local and state law. All invoices rendered against the metered truck delivery shall show the following information:

Agency Name and Location
Date and Time of Delivery
Number of Gallons Delivered
Contract Unit Price Per Gallon
Total Extended Amount

I. PRICING:

1. Pricing will be based on the bidder's differential quoted on the Bid Form for the entire contract period. Contract pricing for propane will increase or decrease in a like amount with the increases or decreases in all suppliers' average from Apex, N.C. posting listed under the "Principal U.S. Postings" in the weekly edition of the "BPN Weekly Propane Newsletters". This pricing procedure shall remain in effect for the term of the contract.

2. The "BPN Weekly Propane Newsletter" may be obtained at PO. Box 660698, Arcadia, CA 91066, phone number (626) 357-2168, or at www.bpnews.com.
3. In the event the "BPN Weekly Propane Newsletter" ceases publication or a viable listing of reference prices are no longer available through this publication, the parties to the contract will mutually establish a replacement price index.
4. The bidder must submit their supplier name on the Bid Form. The supplier name shall remain the same for the duration of the contract. This information is requested in the event Federal guidelines are invoked due to a shortage. **The suppliers' name is not related in any way to the monthly pricing mechanism established for price increases or decreases. It is used to determine the base bid price.** Thereafter, any changes are based on all suppliers' average from Apex, N.C. posting from the current week to the prior week of the "BPN Weekly Propane Newsletter".
5. In the event that the Successful Bidder changes its supplier in which its price is based, the following conditions must be met before any invoices are approved for payment: **(1) Identify the new supplier and (2) the price basis must be no greater than the price then in effect of the supplier, which the bidder was quoting on January 4, 2019.**
6. The Successful Bidder shall notify the Purchasing Office every Monday in writing either by fax or electronic mail any increases or decreases in the posted price of all suppliers' average from Apex, N.C. posting in the weekly edition of "BPN Weekly Propane Newsletter".
7. Notification shall indicate the all suppliers' average posted price, the firm differential, and the delivered price per gallon. The Successful Bidder shall also attach a copy of the corresponding BPN posting.

J. TANK LOCATION INFORMATION:

<u>Description & Address</u>	<u>No. of Tanks</u>	<u>Size (Gal)</u>	<u>Above Ground/ Under Ground</u>	<u>Ownership</u>
Henrico County Public Schools C & M				
Henrico High School - Gym 302 Azalea Avenue Richmond, VA 23227	2	1,000	AG	Supplier
Henrico High School - Cafeteria 302 Azalea Avenue Richmond, VA 23227	1	500	UG	Supplier
Henrico High School - Field House 302 Azalea Avenue Richmond, VA 23227	1 2	500 100	AG AG	Supplier
Godwin High School 2101 Pump Road Richmond, VA 23238	2	250	AG	Supplier
Moody Middle School 7800 Woodman Road Henrico, VA 23228	1	124	AG	Supplier
Moody Middle School 7800 Woodman Road Henrico, VA 23228	1	1,000	AG	Supplier
Moody Middle School 7800 Woodman Road Henrico, VA 23228	1	124	AG	Supplier

Brookland Middle School 9200 Lydell Drive Richmond, VA 23228	1	124	AG	Supplier
Construction & Maintenance 406 Dabbs House Road Richmond, VA 23223	1 N/A 1 2	1,000 Cylinders 500 100	AG Cylinders AG AG	County Supplier Supplier County
Tuckahoe Middle School 9000 Three Chopt Road Richmond, VA 23229	1	200	AG	Supplier
Tuckahoe Middle School 9000 Three Chopt Road Richmond, VA 23229	1	500	AG	Supplier
VA Randolph Center 2204-2206 Mountain Road Glen Allen, VA 23060	1	500	AG	Supplier
VA Randolph Center 2204-2206 Mountain Road Glen Allen, VA 23060	1	1,000	UG	County
Fairfield Middle School 5121 Nine Mile Road Richmond, VA 23223	1	420	AG	Supplier
Highland Springs High School 15 S. Oak Street Highland Springs, VA 23075	1	500	AG	Supplier
Highland Springs High School 15 S. Oak Street Highland Springs, VA 23075	1	1,000	UG	Supplier
Rolfe Middle School 6901 Messer Road Henrico, VA 23231	1	200	AG	Supplier
Rolfe Middle School 6901 Messer Road Henrico, VA 23231	2	420	AG	Supplier
Glen Echo Building 3810 Nine Mile Road Richmond, VA 23223	1	1,000	AG	Supplier
Varina High School 7053 Messer Road Henrico, VA 23231	2	1,000	AG	Supplier
Varina High School - Science Lab 7053 Messer Road Henrico, VA 23231	1	120	UG	Supplier
Mount Vernon Education Complex 7850 Carousel Lane Richmond, VA 23294	2 1	420 500	AG AG	Supplier Supplier
Pocahontas Middle School 12000 Three Chopt Road Henrico, VA 23233	1	500	AG	Supplier

Division of Fire				
Fire Station 3 1310 E. Washington Street Henrico, VA 23075	2	1,000	AG	Supplier
Fire Training Building 10447 Woodman Road Glen Allen, VA 23060	1	1,000	AG	Supplier
Division of Public Utilities				
Keeton Sewer Pump Station 5700 Bonneau Road Richmond, VA 23227	1	75	AG	Supplier
Water Reclamation Facilities Division				
WRF 9101 WRVA Road Richmond, VA 23231	1	250	AG	County
Recreation & Parks Division				
Dorey Park 2999 Darbytown Road Henrico, VA 23231	1	500	AG	Supplier
Dorey Recreation Center 7200 Dorey Park Drive Henrico, VA 23231	1	1,000	AG	
RF&P Park 3400 Mountain Road Glen Allen, VA 23060	2	420	AG	Supplier
Sandston Ball Field 11 J.B. Finley Road Sandston, VA 23150	1	420	AG	Supplier
Laurel Recreation Center 10301 Hungary Spring Road Richmond, VA 23228	1	420	AG	Supplier
Tuckahoe Little League 2400 Little League Drive Henrico, VA 23233	2	420	AG	Supplier
Armour House at Meadowview Park 4001 Clarendon Road Richmond, VA 23223	1 1	120 1,000	UG UG	County Supplier
N/A 12421 Kain Road Glen Allen, VA 23059	1	500	AG	Supplier
Hunton Park 11690 Old Washington Highway Glen Allen, VA 23059	1	125	AG	Supplier
Dabbs House 3812 Nine Mile Road Richmond, VA 23223	2		AG	Supplier
Central Automotive Maintenance				

Central Automotive Maintenance 10301 Woodman Road Glen Allen, VA 23060	1	1,000	AG	County
Police Division				
FCC Tower Cox Road	3	1,000	AG	County
FCC Tower Runnimeade Farm	3	1,000	AG	County
FCC Tower Eastern Government Center	3	1,000	AG	County
FCC WRXL Tower 3245 Basie Road Richmond, VA 23228	3	1,000	AG	County
Department of General Services				
Springfield Landfill 10600 Fords County Lane Glen Allen, VA 23059	1	125	AG	County
Fire Station 14 5210 Technology Blvd Sandston, VA 23150	1	1,000	AG	Supplier
Fire Station 18 4410 Darbytown Road Richmond, VA 23231	2	1,000	AG	Supplier
Mental Health & Developmental Services				
East Center 4823/4825 S. Laburnum Avenue Richmond, VA 23231	2	420	AG	Supplier
Sherbrooke Group Home 3221 McIntyre Street Richmond, VA 23233	4	420	AG	Supplier
Walton Farms Group Home 8707 Walton Farms Court Richmond, VA 23294	1	500	UG	County
Green Run Group Home 4907 Green Run Drive Richmond, VA 23228	1	500	UG	County
Shurm Heights Group Home 2505 National Street Richmond, VA 23231	1	500	UG	Supplier
Danray Group Home 512 Danray Drive Richmond, VA 23227	1	500	UG	County

K. BILLING INFORMATION:

1. Each bidder is encouraged to visit the locations listed in Section K, titled "Tank Location Information," for ease of access, filler size, and any other pertinent data necessary. The billing information for each department is listed below:

Henrico County Public Schools C & M 406 Dabbs House Road Richmond, VA 23223	Division of Fire P.O. Box 90775 Henrico, VA 23273
Public Utilities 10401 Woodman Road Glen Allen, VA 23060	Water Reclamation Facility 9101 WRVA Road Henrico, VA 23231
Recreation & Parks P.O. Box 90775 Henrico, VA 23273	Central Automotive Maintenance 10401 Woodman Road Glen Allen, VA 23060
Police Division P.O. Box 90775 Henrico, VA 23273-0775	Department of General Services P.O. Box 90775 Henrico, VA 23273
Henrico County Mental Health & Developmental Services 10299 Woodman Road Glen Allen, VA 23060	

2. Henrico County reserves the right to add or delete locations as needed during the contract period.



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

Contract No. 1783A

CONTRACT

This contract ("Contract"), made this 9th day of January, 2019 between the County of Henrico, hereinafter called the "County" and

AmeriGas Propane LP

and his, its or their successors, executors, administrators, and assigns, hereinafter called the "Contractor;"

WITNESSETH: That, for the consideration mentioned below, the Contractor promises to do all the work and furnish all the materials, equipment and labor necessary to carry out this Contract in the manner and to the full extent set forth in the Contract Documents (hereinafter defined) to the satisfaction of the County. At all times, the County shall have the right to inspect the Contractor's work performed under this Contract. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to below are hereby made part of this Contract as completely as if incorporated herein.

It is agreed that the services to be done under this Contract are to furnish all tools, labor, equipment and supervision necessary to provide Propane when needed and requested by the County of Henrico in accordance with: (i) Invitation for Bid #18-1783-11JMH dated December 4, 2018, including the general terms, conditions and requirements therein; (ii) Contractor's Bid dated January 4, 2019; and the Price Schedule included as Appendix A (collectively, the "Contract Documents"). The term of this Contract shall be from February 1, 2019 through January 31, 2020 and may be renewed for up to four additional one-year periods in the County's sole discretion. Pricing shall be in accordance with the Price Schedule included as Appendix A.

In consideration of the foregoing, which consideration is acknowledged by the parties to be sufficient and complete for all of the work within the scope of this Contract, the County agrees to pay the Contractor for all items of work performed and/or materials furnished at the unit prices or lump prices under the conditions set forth in the Contract Documents.

FIRM: AmeriGas Propane LP
1701 Brook Road
Richmond, VA 23220

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

BY Randy Brown
TITLE District General Manager

BY Cecelia H. Stowe
Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

DATE 1/10/2019

DATE 1-14-19