



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

DATE:	March 26, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Propane
CONTRACT NUMBER:	2634A
COMMODITY CODE:	405.03
CONTRACT PERIOD:	February 15, 2024 through February 14, 2025
RENEWAL OPTIONS:	Four remaining, through February 14, 2029
USER DEPARTMENT:	County / HCPS
Contact Name:	
Phone Number:	
Email Address:	
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	SUBURBAN PROPANE LP
Address:	1638 Roanoke Road, Suite 201
City, State:	Daleville, VA 24083
Contact Name:	Jay Steele
Phone Number:	(423) 240-3789
Email address:	jsteele@suburbanpropane.com
ORACLE SUPPLIER NUMBER:	763167
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 30
DELIVERY:	As Needed / Requested or Set-up Schedule
FOB:	Destination
BUYER: Name:	Justin M. Herbaugh
Title:	Procurement Analyst II
Phone:	804-501-5680
Email:	Her034@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.

PRICE SCHEDULE – CONTRACT NO. 2634A

Firm Differential : \$0.3940 / gallon

C. Cooperative Procurement.

This procurement is being conducted by the County of Henrico, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the Code of Virginia, as amended. If agreed to by the Successful Bidder, other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Bidder agrees. The Successful Bidder shall deal directly with any public body it authorizes to use the resulting contract. The County, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Bidder and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a County contract. The County assumes no responsibility for any notification of the availability of the resulting contract for use by other public bodies, but the Successful Bidder may conduct such notification.

D. 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.

E. General Requirements.

1. The award will be made to the lowest responsive and responsible bidder, who shall be determined in accordance with applicable rules and regulations governing purchases or contracts adopted and established by the County of Henrico and Henrico County Public Schools in accordance with all Codes of the County of Henrico, and Code of Virginia.
2. All bids submitted shall include in its price (fixed firm differential) the cost of any business or Professional licenses, permits or less required by the County, Commonwealth of Virginia, or any other governmental entity, as well as any freight or delivery fees. Additional fees will NOT be accepted.
3. All bids shall be submitted exclusive of all Federal, State and Local Taxes.
4. **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.

5. **Tank Ownership:**

- a. 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 the present contractor for credit.
- b. 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 affected departments.
- c. Tank Locations and Ownership are listed in Attachment G. The County of Henrico reserves the right to add or delete locations from the list as needed during the contract period at no penalty to the County.

6. **Metering:** any meters used to measure the 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.

7. **Tank and Site Maintenance:**

- a. The Successful Bidder on a routine preventative maintenance plan, shall perform all maintenance to tanks owned by the Successful Bidder in accordance with all Federal, State, and local laws. 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 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.
- b. 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.

8. **SDS Information:** It shall be the Successful Bidder's responsibility to furnish Safety Data Sheets (SDS) as applicable when requested, and to ensure all containers are labeled in accordance with the VOSH/OSHA Hazard Communication Standard – Globally Harmonized System (GHS).

9. **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.

F. Delivery Requirements.

1. 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:
 - a. Agency Name and Location
 - b. Date and Time of Delivery
 - c. Number of Gallons Delivered
 - d. Contract Unit Price Per Gallon
 - e. Total Extended Amount
2. Billing information for each department can be found in Attachment G, "Billing Information".

G. Pricing Requirements.

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's name on the Bid Form. The supplier's 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. Any changes in weekly pricing 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.
6. The Successful Bidder must notify the Purchasing Office every Monday in writing by electronic mail of 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". Alternatively, the Successful Bidder may purchase the County of Henrico Purchasing Office a subscription to the "BPN Weekly Propane Newsletter".
7. Notification shall indicate, at minimum, the suppliers' average posted price, the fixed firm differential, and the delivered price per gallon. The Successful Bidder shall also attach a copy of the corresponding BPN posting.